



# DULUTH AIRPORT AUTHORITY

## NOTICE OF THE DULUTH AIRPORT AUTHORITY

### BOARD MEETING

#### PURSUANT TO MINN. STAT. § 13D.02

NOTICE IS HEREBY GIVEN Duluth Airport Authority will hold its *regular* meeting on **Tuesday, July 18th, 2023 at 8:00 a.m.** in the Amatuzio Conference Room, Third Floor, in the Duluth International Airport Terminal Building, 4701 Grinden Drive, Duluth, MN 55811

Members of the public may monitor the meeting by clicking below to access the meeting by Microsoft Teams: "Microsoft Teams Meeting" (information below).

#### Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 249 336 734 244

Passcode: ihi3nk

[Download Teams](#) | [Join on the web](#)

The public may express their comments for consideration by the Duluth Airport Authority prior to the meeting by email or in writing to [daa@duluthairport.com](mailto:daa@duluthairport.com) or to Duluth Airport Authority, 4701 Grinden Drive, Duluth, MN 55811.



# DULUTH AIRPORT AUTHORITY

## DULUTH AIRPORT AUTHORITY MEETING AGENDA JULY 18, 2023

AMATUZIO CONFERENCE ROOM  
DULUTH INTERNATIONAL AIRPORT

### I. \*EXECUTIVE DIRECTORS REVIEW

Information Letter to DAA Directors.

### II. \*APPROVAL OF PREVIOUS MEETING MINUTES & OTHER CONSENT AGENDA ITEMS

A. Approval of June 20, 2023, Meeting Minutes.

### III. \*DAA CASH DISBURSEMENTS

A. Operating Check Register Sheets #16 - #18 of 2023; Operating ACH Payment Registers #15 - #18 of 2023; Construction ACH Register #4 - #5 of 2023; Construction ACH Pay.gov Register #2 of 2023.

### IV. \*CORRESPONDENCE

- A. Link for Metropolitan Airports Commission (MAC) Minutes --  
<https://metroairports.org/archived-commission-meetings>
- B. E-Mail from Monaco Air Foundation with Summary of June 2023 Activities; July 1, 2023.
- C. DLH Construction Newsletter:
  - a. Dated June 16<sup>th</sup>, 2023.
  - b. Dated June 23<sup>rd</sup>, 2023.
  - c. Dated June 30<sup>th</sup>, 2023.
  - d. Dated July 7<sup>th</sup>, 2023.
- D. GLC Minnesota State Update Dated May 23, 2023
- E. AirTAP Article Published June 26, 2023: Congratulations to the 2022 aviation award Recipients!
- F. Duluth Monitor Article Published July 3, 2023: Sky Harbor Airport Changes Planned
- G. AW Weekly Article Published June 14, 2023: SkyWest in Fight With Labor Unions Over Future of Air Service to Small Cities
- H. Simple Flying Article Published July 12, 2023: Some American Airlines Bus services Now Remain Security Screened Between Airports:  
<https://simpleflying.com/american-airlines-buses-remain-secure-between-airports/>

### V. OPPORTUNITY FOR PERSONS TO BE HEARD

### VI. OLD BUSINESS

None



**VII. NEW BUSINESS**

- A. Resolution to Approve Professional Services Agreement between Giant Voices and the Duluth Airport Authority
- B. Resolution to Approve Advertising Agreement between the Duluth Airport Authority and the University of Minnesota Duluth
- C. Resolution to Approve Advertising Partnership Between the University of Minnesota Duluth Athletics and the Duluth Airport Authority
- D. Resolution to Award and Approve the Sky Harbor (DYT) General Aviation Terminal Building Construction Contract Between the Duluth Airport Authority and Gardner Builders in the Amount of \$2,066,412
- E. Resolution to Approve Work Order 2023 – 10 between the Duluth Airport Authority and Short Elliot Hendrickson, Inc. for the Construction Administration of the new General Aviation Terminal Building at Sky Harbor Airport (DYT)
- F. Resolution to Award and Approve the Sky Harbor (DYT) Snow Removal Equipment Building Construction Contract Between the Duluth Airport Authority and Gardner Builders in the amount of \$1,095,679
- G. Resolution to Approve Work Order 2023 – 09 between the Duluth Airport Authority and Short Elliot Hendrickson, Inc. for the Construction Administration of the new Snow Removal Equipment Building at Sky Harbor Airport (DYT)
- H. Resolution to Award and Approve the Duluth International Airport (DLH) Taxiway A – Phase 3 Construction Contract Between the Duluth Airport Authority and KGM Contractors Inc. in the amount of \$11,197,150
- I. Resolution to Approve Work Order 2023 – 11 between the Duluth Airport Authority and Short Elliot Hendrickson, Inc. for the Construction Administration of Taxiway A - Phase 3 and Taxiway C South
- J. Resolution to Approve Work Order 2023 – 12 between the Duluth Airport Authority and Short Elliot Hendrickson, Inc. for the Design of Taxiway A Reconstruction - Phase 5
- K. Resolution to Approve and Adopt Revised Operating Policy #8: Lease, Agreement and Contract Policy and Remove Previously Adopted Operating Policies #6, #10, #16, and #25
- L. Resolution to Include the Previously Approved Public Art Policy in the Operating Policy Manual as Operating Policy #29 and Approve the Updated Appendix A
- M. Resolution to Include the Previously Approved Community Air Service Development Incentive Policy in the Operating Policy Manual as Operating Policy #30
- N. Resolution to Approve the Sky Harbor Hangar #1 Lease Agreement Between the Duluth Airport Authority and Tom Sullivan
- O. Resolution to Approve the Sky Harbor Float Storage Land Lease Agreement Between the Duluth Airport Authority and Jonathon Aero
- P. \*May 2023 Financial Reports
- Q. \*July 2023 Accounts Receivable
- R. \*June 2023 Airline Statistics, Landline Statistics

**VIII. DIRECTOR'S REPORTS**

**Items annotated by an (\*) are approved by consent and require no discussion or action unless questioned by a Director (In accordance with resolution passed by Directors on March 19, 2002).**



I.

## **DULUTH AIRPORT AUTHORITY**

**DATE: July 18, 2023**

**TO: Duluth Airport Authority Board of Directors**

**FROM: Executive Director**

**SUBJECT: Executive Director's Review**

The following items will be discussed during the Executive Director's Review. If action is required of the DAA on any of these items, they will also appear on the agenda. If you have questions or desire additional information, please contact me and I will provide it at the DAA meeting.

### **AIR SERVICE**

- Passenger statistics will be presented at the meeting.

### **OPERATIONS/CONSTRUCTION/PLANNING**

- Planning:
  - New Air Traffic Control Tower (ATCT) Update
- Construction:
  - Taxiway A Phase 2 + 4 Update
- Operations and Maintenance:
  - Airshow 2023 Recap
- Sky Harbor:
  - New Sky Harbor Airport Terminal Update
  - New Snow Removal Equipment Building Update

### **BUSINESS/PROPERTY DEVELOPMENT**

- FAA Funding Eligibility
- New Airline Agreement Kick Off Meeting Update
- Ranch Hangar Construction Update
- 2024 Car Rental Agreement

### **FINANCIAL UPDATE**

- Final FY 2022 Audit Update
- FAA CATS Report Submission
- Administrative Coordinator Position Update

### **MARKETING/COMMUNICATIONS**

- Commemorative Statue
- Marketing and Advertising RFQ Update
- New Hangar Construction Groundbreaking
- Sky Harbor Terminal and SRE Groundbreaking



**LEGISLATIVE UPDATE**

- Air Traffic Control Tower Legislative Funding Request
- PFAS in Firefighting Foam

**PRESENTATIONS/TOURS/TRAVEL RECAP**

- Brief and Tour for Senator Smith's Regional Director
- Hosted LASAC Quarterly Meeting

**OTHER**

- NSR

Submitted by,

Tom Werner, C.M.  
Executive Director



# DULUTH AIRPORT AUTHORITY

## DULUTH AIRPORT AUTHORITY MEETING MINUTES JUNE 20, 2023

**MEETING LOCATION:** SKY HARBOR AIRPORT  
HANGAR 1

**DIRECTORS PRESENT:** Kim Maki  
Jeff Anderson  
Kevin O'Brien  
Michael Henderson  
Dan Markham  
Elissa Hansen

**DIRECTORS ABSENT:** Jason Crawford

**OTHERS PRESENT:** Tom Werner, DAA Executive Director  
Mark Papko, DAA Dir. of Operations  
Jana Kayser, DAA Dir. of Business Development  
Joelle Bodin, DAA Dir. of Finance and Administration  
Natalie Baker, DAA Dir. of Marketing and Communications  
Tristan Durfee, DAA Sky Harbor Manager  
Cole Martin, DAA Finance Technician  
Matt Snell, DAA Public Safety Manager  
Matt Francois, DAA Intern  
Steve Hanke, Duluth City Attorney  
Kaci Nowicki, SEH  
Shawn McMahon, SEH  
Ryan Falch, SEH  
Kris Karsell, Sky Harbor Tenant  
Mark Marino, Sky Harbor Tenant  
Sandra Ettestad, Sky Harbor Tenant  
Michael Gardonio, Sky Harbor Tenant  
John Eagleton, Duluth Aviation Institute  
Rob Missinne, Monaco Air Duluth

**OTHERS PARTICIPATING VIA ELECTRONIC MEANS:**  
Matthew Stewart, SEH  
Scott Sannes, SEH  
Kathy Leon, DAA  
Heather Fisher, Cirrus

**CALL TO ORDER:** Dir. Maki called the DAA board meeting to order at 8:00 a.m.

Dir. Maki invited Mr. Tom Werner to provide the Executive Director's Review:

**I. EXECUTIVE DIRECTORS REVIEW**

- **Air Service:** Mr. Werner provided an update on current air service. Air service will be a topic of discussion at the board retreat in September.
- **Operations/Construction/Planning:** Mr. Papko provided the following updates:



- Sky Harbor Manager: Tristan Durfee has been hired, coming over from maintenance at the Duluth International Airport.
- Intern: Matthew Francois is the new intern from the University of Wisconsin-Superior.
- ATCT Architecture and Engineering RFQ Update: Described the process and selection of EXP as the architectural and engineering firm selected for the project. A memo was included in the board packet.
- AFTIL: DAA had to complete an obstruction analysis. The impacts were shared at the meeting and via a memo included in the board packet.
- Taxiway A Phase 2 + 4 Update: Concrete is being poured and the project is ahead of schedule. Target deadline is the week of the 4<sup>th</sup> of July.
- Sky Harbor Airport Terminal: Originally slated to have a contract for approval today, but the DAA only received one bid for the project. The bid was over budget and is currently under review. DAA staff is still awaiting information from FAA on which portions of the building are eligible. DAA staff is also working with MnDOT to keep them informed as well.
- Snow Removal Equipment Building Update: Opening bids for this project on Thursday. Provided a three week extension to bidding for this building. Provided extra time for the project to get favorable bids.
- Issues with a customer at Sky Harbor. Trespassed an individual for not paying bills or following rules, etc.
  
- **Business/Property Development:** Ms. Kayser provided an update on the following:
  - FAA Funding: FAA funding issues for LifeLink projects and DAA staff is awaiting a response from FAA on their determination of eligibility for this project.
  - MN Power: Section 163 release is being worked to get property deemed non-aeronautical.
  - City of Duluth Zoning: DAA staff is working with City staff to re-zone areas of the airport with aeronautical zoning designation.
  - Rental Car Agreements: DAA staff is working through re-negotiating the rental car agreements.
  
- **Financial Update:** Ms. Bodin provided an update on the following topics:
  - 2022 Financial Audit: The audit exit conference was completed, and the final report is expected by the end of June. There were no issues or findings.
  - Vacant Positions: The Sky Harbor Manager position was filled by Tristan Durfee. The Finance Technician position was filled by Cole Martin, and the Administrative Coordinator position was accepted, pending a start date due to relocation.
  - MMB Capital Request: The \$14 million state bonding request was submitted. Final adjustments to the request or language are able to be made until October.
  - Operating Policy Update: The lease and contracts policy will be postponed for anticipated approval at the July Board Meeting.
  
- **Marketing/Communications:** Ms. Baker provided an update on the following topics:
  - Sky Harbor Naming: DAA staff have received a proposal to name the new Sky Harbor Terminal after an individual from the Northland, Robert Gilruth. Staff is waiting until the new terminal is further along in its construction process before determining the most fitting way to memorialize him at the terminal.
  - UMD: The DAA has a contract with UMD for Marketing. UMD is interested in a multi-year contract.
  - RFQ Timing Update: Interviews will be scheduled for the week of June 26<sup>th</sup>, with approval of a contract expected at the July Board meeting.
  
- **Legislative:** Mr. Werner provided an update on the following topics:
  - Air Traffic Control Tower Legislative Funding Request: Our capital budget has been submitted and DAA staff will work to get on the capital budget bond tour.



## DULUTH AIRPORT AUTHORITY

- The Duluth Area Chamber joined the Rally for Air Service to address the pilot shortage. The Duluth Area Chamber has been very supportive and a great partner in supporting us with this issue.
  - **Presentations/Tours/Travel Recap:** Mr. Werner Provided an update on the following topics:
    - MIC/TAC: Mr. Werner provided airport updates to these committees.
    - Harbor TAC: Mr. Werner focused his presentation on all of the things going on at Sky Harbor to help the airport reach its potential.
  - Dir. Markham asked whether a bonding bill will be considered in 2024. Dir. Anderson provided some information regarding the last legislative session and potential outcomes. Additional conversation around the funding of the Air Traffic Control Replacement continued.
- II. \*APPROVAL OF PREVIOUS MEETING MINUTES & OTHER CONSENT AGENDA ITEMS AS INDICATED BY \***
- A. Approval of May 16, 2023, Meeting Minutes.
- Dir. Maki thanked everyone for their reviews moved to item II of the agenda.
    - Motion: Dir. Anderson
    - Second: Dir. O'Brien
    - Abstain: None
    - Result: This resolution was adopted unanimously.
- III. \*DAA CASH DISBURSEMENTS**
- A. Operating Check Register Sheets #11 - #15 of 2023; Operating ACH Payment Registers #12 - #14 of 2023; Construction ACH Register #3 of 2023.
- IV. \*CORRESPONDENCE**
- A. E-Mail from Monaco Air Foundation with Summary of May 2023 Activities; June 1, 2023.
- B. Link for Metropolitan Airports Commission (MAC) Minutes -- <https://metroairports.org/archived-commission-meetings>
- C. Duluth News Tribune Article Dated May 16, 2023: FAA eyes locations for Duluth airport tower.
- D. Duluthian Article Published May/June 2023: High-Flying Thrills
- E. DLH Construction Newsletter:
  - a. Dated May 19, 2023
  - b. Dated: May 26, 2023
  - c. Dated: June 2, 2023
  - d. Dated June 9, 2023
- F. Tenant and Airfield User Notice of Ranch Hangar Project, Dated June 12, 2023
- G. ATCT Funding Update to Area Legislators From Tom Werner
  - a. Email Dated June 1, 2023 to Representative Alicia Koslowski
  - b. Email Dated June 1, 2023 to Senator Jennifer McEwen
  - c. Email Dated June 1, 2023 to Representative Liz Olson
  - d. Email Dated June 1, 2023 to Senator Grant Hauschild
  - e. Email Dated June 1, 2023 to Representative Natalie Zeleznikar
- H. DLH Notification of Aviation Related Impacts to the Construction of the Proposed New Air Traffic Control Tower at Site 6, Dated June 1, 2023
- I. FAA Airport Traffic Control Tower (ATCT) Site 6 Concurrence Letter Signed June 2, 2023
- J. Email from Steve Bulwicz RE: Sky Harbor New Terminal, Dated June 10, 2023
- K. Letter to Chairman Sam Graves and Ranking Member Rick Larsen Re: Support Raise the Pilot Age, Dated June 12, 2023
  - a. RAA Myths & Facts
  - b. RAA Pilot Supply and air Service Loss





**V. OPPORTUNITY FOR PERSONS TO BE HEARD**

- None

**VI. OLD BUSINESS**

- None

**VII. NEW BUSINESS**

A. Resolution of Support of the Air Traffic Control Tower Replacement Project.

- Mr. Werner shared that this is a formality to show support for the capital budget request submitted.
- Dir. Maki entertained questions or a motion.
  - Motion: Dir. Hansen
  - Second: Dir. Markham
  - Abstain: None
  - Result: This resolution was adopted unanimously.

B. Resolution to Accept and Approve Duluth International Airport MnDOT Maintenance and Operations Grant Contract 1053348 and to Authorize the Duluth Airport Authority's President and Secretary to Execute the Contract and Any Amendments.

- Ms. Bodin asked the resolution B and C be presented and approved together.

C. Resolution to Accept and Approve Sky Harbor Airport MnDOT Maintenance and Operations Grant Contract 1053349 and to Authorize the Duluth Airport Authority's President and Secretary to Execute the Contract and Any Amendments.

- Ms. Bodin shared that the state M & O grants are used to reimburse operating and maintenance expenses. The total grants have remained the same as the previous two years. Ms. Bodin recommended approval of resolutions B and C.
- Dir. Maki entertained questions or a motion to approve resolutions B & C.
  - Motion: Dir. O'Brien
  - Second: Dir. Henderson
  - Abstain: None
  - Result: This resolution was adopted unanimously.

D. Resolution to Approve Incentive Award Payments of \$1000 Each, for Outstanding Performance Per DAA Operating Policy #5 to the Following Employees: Mr. Ryan Welch, Mr. John Graves, Mr. Paul Sinnott, Mr. Dan Taylor, Mr. Wade Cossalter, Mr. Matt Johnson, Mr. Roger Engelmeier, Mr. Derek Anderson, Mr. Tristan Durfee, Mr. Justin Tibodeau, Mr. John Orrey, and Mr. Mike Fellerson.

- Mr. Papko shared his appreciation for the DAA staff named for their work and dedication to the DAA and its operations.
- Mr. Werner elaborated the number of overtime hours and amount of product used to keep the airports open and amplified Mr. Papko's recommendation.
- Dir. Maki and Dir. Henderson extended their gratitude on behalf of the board for their hard work.
- Dir. Maki entertained questions or a motion.
  - Motion: Dir. Markham
  - Second: Dir. Henderson
  - Abstain: None
  - Result: This resolution was adopted unanimously.

E. Resolution to approve Master Service Agreement between EXP and the Duluth Airport Authority.

- Mr. Papko shared that this is an agreement used to get EXP under contract and the options available. DAA staff chose to utilize a master service agreement. EXP was selected after the interview evaluations and they will be at the board meeting supporting a work order for their service.
- Dir. O'Brien asked whether there is a firm with a local presence.



## DULUTH AIRPORT AUTHORITY

- Dir. Maki requested an update on when to expect the design of the project. EXP had eluded to the 9-12 month timeframe for design.
  - Mr. Papko provided background information.
  - Dir. Maki entertained questions or a motion.
    - Motion: Dir. O'Brien
    - Second: Dir. Markham
    - Abstain: None
    - Result: This resolution was adopted unanimously.
- F. Resolution to Approve Sponsorship Agreement Between the Duluth Airport Authority and AMSOIL INC.
- Ms. Baker shared that AMSOIL was interested in renewing their contract for 10 years at \$30,000.
  - Dir. Maki entertained questions or a motion.
    - Motion: Dir. Anderson
    - Second: Dir. Hansen
    - Abstain: None
    - Result: This resolution was adopted unanimously.
- G. Resolution to Approve Sponsorship Agreement Between the Duluth Airport Authority and Duluth Pack.
- Ms. Baker shared the highlights the contract extension for 1 year with two 1-year options.
  - Dir. Maki entertained questions or a motion.
    - Motion: Dir. Henderson
    - Second: Dir. Markham
    - Abstain: None
    - Result: This resolution was adopted unanimously.
- H. Resolution to Approve an Estoppel Agreement Between the Duluth Airport Authority and Cirrus Aircraft.
- Ms. Kayser shared that the DAA to our knowledge there are no..... This is an exhibit in the agreement for Cirrus' purchase of the building.
  - Dir. Maki entertained questions or a motion.
    - Motion: Dir. Markham
    - Second: Dir. Hansen
    - Abstain: None
    - Result: This resolution was adopted unanimously.
- I. Resolution to Approve Non-Disturbance, Recognition and Attornment Agreement Between the Duluth Airport Authority and Cirrus Aircraft.
- Ms. Kayser shared that Cirrus wanted additional protections....
  - Dir. Maki entertained questions or a motion.
    - Motion: Dir. Anderson
    - Second: Dir. Henderson
    - Abstain: None
    - Result: This resolution was adopted unanimously.
- J. Resolution to the Professional Services Master Services Agreement and Task Order 1 Between the Duluth Airport Authority and Decomm Aviation Consulting.
- Ms. Kayser shared ...
  - Dir. Maki entertained questions or a motion.
    - Motion: Dir. Hansen
    - Second: Dir. O'Brien
    - Abstain: None
    - Result: This resolution was adopted unanimously.



K. Resolution to the Approve the Selection of Duluth Airport Authority Officers:

- Dir. Maki moved for the following selection of officers:
  - President: Dir. Maki
  - Vice President: Dir. O'Brien
  - Secretary: Dir. Anderson
- Dir. Maki offered the directors the opportunity to amend the selection of officers. No other options were offered.
  - Second: Dir. Hansen
  - Abstain: None
  - Result: This resolution was adopted unanimously.

L. \*April 2023 Financial Reports

M. \*June 2023 Accounts Receivable

N. \*May 2023 Airline Statistics, Landline Statistics

**VIII. DIRECTOR'S REPORTS**

- None.

**ADJOURN:** Dir. Maki entertained a motion to adjourn.

- Motion: Dir. Henderson
- Second: Dir. O'Brien
- Abstain: None
- Result: This resolution was adopted unanimously.
- The meeting was adjourned at 9:02 a.m.

Respectfully submitted,

Joelle Bodin  
Director of Finance & Administration

Tom Werner

Digitally signed by Tom Werner  
Date: 2023.07.12 08:18:35 -05'00'

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

**Duluth Airport Authority  
DAA Operating Check Register #16-2023  
June 23, 2023**

**Document Number From 11863 through 11869**

Document Number	Date	Transaction Type	Payee	Amount
11863	6/23/2023	BILLPMT	Benna Auto Center LLC	\$60,171.95
11864	6/23/2023	BILLPMT	Francois, Matthew	\$73.46
11865	6/23/2023	BILLPMT	iFIDS.com Inc.	\$125.00
11866	6/23/2023	BILLPMT	O'Day Equipment	\$225.00
11867	6/23/2023	BILLPMT	Schindler Elevator Corp	\$1,960.59
11868	6/23/2023	BILLPMT	Sunbelt Rentals	\$3,277.89
11869	6/23/2023	BILLPMT	Taylor, Dan	\$60.00
<b>Total</b>				<b>\$65,893.89</b>



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Airport Director

Joelle Bodin

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Finance Director

Tom Werner

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Executive Director

Kimberly J. Maki

\_\_\_\_\_  
Board President



\_\_\_\_\_  
City Treasury

**Signature:**   
Joelle Bodin (Jun 22, 2023 14:23 CDT)

**Email:** jbodin@duluthairport.com

**Signature:** *Tom Werner*

**Email:** twerner@duluthairport.com

**Signature:** 

**Email:** makik@stlouiscountymn.gov

**Duluth Airport Authority**  
**DAA Operating Check Register #17-2023**  
**June 30, 2023**

**Document Number From 11870 through 11878**

Document Number	Date	Transaction Type	Payee	Amount
11870	6/30/2023	BILLPMT	Bobcat Of Duluth, Inc.	\$115.39
11871	6/29/2023	CHK	Citi Cards	\$5,052.00
11872	6/30/2023	BILLPMT	Duluth Lawn & Sport	\$1,154.40
11873	6/30/2023	BILLPMT	Linde Gas & Equipment Inc.	\$450.07
11874	6/30/2023	BILLPMT	Minnesota Pollution Control Agency	\$440.00
11875	6/30/2023	BILLPMT	NAPA Auto Parts	\$163.81
11876	6/30/2023	BILLPMT	Sunbelt Rentals	\$138.60
11877	6/30/2023	BILLPMT	United States Postal Service	\$300.00
11878	6/30/2023	CHK	WF Bus Payment Processing - Tom	\$1,999.13
<b>Total</b>				<b>\$9,813.40</b>

  
 \_\_\_\_\_  
 Airport Director

  
 \_\_\_\_\_  
 City Treasury

**Joelle Bodin**  
 \_\_\_\_\_  
 Finance Director

**Tom Werner**  
 \_\_\_\_\_  
 Executive Director

**Kimberly J. Maki**  
 \_\_\_\_\_  
 Board President

**Signature:**   
Joelle Bodin (Jun 30, 2023 10:35 CDT)

**Email:** jbodin@duluthairport.com

**Signature:** *Tom Werner*

**Email:** twerner@duluthairport.com

**Signature:** *Kimberly J. Maki*  
Kimberly J. Maki (Jun 30, 2023 11:28 CDT)

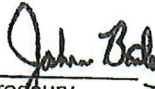
**Email:** makik@stlouiscountymn.gov

Duluth Airport Authority  
DAA Operating Check Register #18  
7/10/2023

Document Number	Date	Transaction Type	Payee	Amount
	7/10/2023	BILLPMT	SFM	\$8,509.00
<b>Total</b>				<b>\$8,509.00</b>

EFT

  
\_\_\_\_\_  
Airport Director

  
\_\_\_\_\_  
City Treasury

Joelle Bodin  
\_\_\_\_\_  
Finance Director

Tom Werner  
\_\_\_\_\_  
Executive Director

Kimberly J. Maki  
\_\_\_\_\_  
Board President

Signature:   
Joelle Bodin (Jul 10, 2023 09:16 CDT)

Email: [jbodin@duluthairport.com](mailto:jbodin@duluthairport.com)

Signature: *Tom Werner*

Email: [twerner@duluthairport.com](mailto:twerner@duluthairport.com)

Signature: 

Email: [makik@stlouiscountymn.gov](mailto:makik@stlouiscountymn.gov)

**Duluth Airport Authority**  
**DAA Operating ACH Payment Register #15-2023**  
**June 9, 2023**

**Confirmation #1590330**

Document Number	Date	Transaction Type	Payee	Amount
00000074/1	6/9/2023	BILLPMT	Citon	\$726.16
00000074/10	6/9/2023	BILLPMT	Menards - Hermantown	\$67.82
00000074/11	6/9/2023	BILLPMT	Menards - Hermantown	\$30.52
00000074/12	6/9/2023	BILLPMT	Menards - Hermantown	\$69.58
00000074/13	6/9/2023	BILLPMT	Menards - Hermantown	\$14.87
00000074/14	6/9/2023	BILLPMT	Twin Ports Paper Supply, Inc	\$31.14
00000074/15	6/9/2023	BILLPMT	Waste Management of WI-MN	\$260.93
00000074/16	6/9/2023	BILLPMT	Waste Management of WI-MN	\$250.48
00000074/17	6/9/2023	BILLPMT	Waste Management of WI-MN	\$98.73
00000074/18	6/9/2023	BILLPMT	Waste Management of WI-MN	\$1,511.37
00000074/2	6/9/2023	BILLPMT	Citon	\$1,060.00
00000074/3	6/9/2023	BILLPMT	Citon	\$15.65
00000074/4	6/9/2023	BILLPMT	Citon	\$395.00
00000074/5	6/9/2023	BILLPMT	Citon	\$7,313.80
00000074/6	6/9/2023	BILLPMT	Citon	\$2,138.00
00000074/7	6/9/2023	BILLPMT	Inter City Oil (ICO)	\$119.76
00000074/8	6/9/2023	BILLPMT	Jamar Company	\$7,675.00
00000074/9	6/9/2023	BILLPMT	Menards - Hermantown	\$527.49
<b>Total</b>				<b>\$22,306.30</b>

  
 Airport Director

  
 City Treasury

Joelle Bodin  
 Finance Director

Tom Werner  
 Executive Director

Kimberly J. Maki  
 Board President

Signature:   
Joelle Bodin (Jun 20, 2023 11:42 CDT)  
 Email: jbodin@duluthairport.com

Signature: Tom Werner  
 Email: twerner@duluthairport.com

Signature:   
 Email: makik@stlouiscountymn.gov

**Duluth Airport Authority**  
**DAA Operating ACH Payment Register #16-2023**  
**June 16, 2023**

**Confirmation #1660061**

Document Number	Date	Transaction Type	Payee	Amount
00000075/1	6/16/2023	BILLPMT	Best Oil Company	\$4,691.20
00000075/10	6/16/2023	BILLPMT	Landrum and Brown, Incorporated	\$4,000.00
00000075/11	6/16/2023	BILLPMT	Landrum and Brown, Incorporated	\$2,000.00
00000075/12	6/16/2023	BILLPMT	Leon, Kathy	\$60.00
00000075/13	6/16/2023	BILLPMT	Menards - Hermantown	\$40.40
00000075/14	6/16/2023	BILLPMT	Menards - Hermantown	\$11.99
00000075/15	6/16/2023	BILLPMT	Menards - Hermantown	\$23.44
00000075/16	6/16/2023	BILLPMT	Menards - Hermantown	\$27.81
00000075/17	6/16/2023	BILLPMT	Menards - Hermantown	\$24.99
00000075/18	6/16/2023	BILLPMT	Papko, Mark	\$60.00
00000075/19	6/16/2023	BILLPMT	SCS Interiors	\$855.00
00000075/2	6/16/2023	BILLPMT	Bodin, Joelle	\$60.00
00000075/20	6/16/2023	BILLPMT	Sinnott, Paul	\$60.00
00000075/21	6/16/2023	BILLPMT	Snell, Matthew J	\$60.00
00000075/22	6/16/2023	BILLPMT	Spades LLC	\$4,730.00
00000075/23	6/16/2023	BILLPMT	Sweet Green Landscapes LLC	\$892.00
00000075/24	6/16/2023	BILLPMT	Viking Automatic Sprinkler	\$434.00
00000075/25	6/16/2023	BILLPMT	Welch, Ryan	\$60.00
00000075/26	6/16/2023	BILLPMT	Werner, Thomas	\$60.00
00000075/3	6/16/2023	BILLPMT	Century Link	\$72.00
00000075/4	6/16/2023	BILLPMT	Century Link	\$72.00
00000075/5	6/16/2023	BILLPMT	Durfee, Tristan	\$60.00
00000075/6	6/16/2023	BILLPMT	Graves, John	\$60.00
00000075/7	6/16/2023	BILLPMT	Jamar Company	\$7,675.00
00000075/8	6/16/2023	BILLPMT	Kayser, Jana	\$60.00
00000075/9	6/16/2023	BILLPMT	Kleen-Tech	\$60.00
				\$20,909.00
<b>Total</b>				<b>\$47,058.83</b>

  
 \_\_\_\_\_  
 Airport Director

  
 \_\_\_\_\_  
 City Treasury

Joelle Bodin  
 \_\_\_\_\_  
 Finance Director

Tom Werner  
 \_\_\_\_\_  
 Executive Director

Kimberly J. Maki  
 \_\_\_\_\_  
 Board President



Signature:   
Joelle Bodin (Jun 15, 2023 08:59 CDT)

Email: [jbodin@duluthairport.com](mailto:jbodin@duluthairport.com)

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Email: [twerner@duluthairport.com](mailto:twerner@duluthairport.com)

Signature: 

Email: [makik@stlouiscountymn.gov](mailto:makik@stlouiscountymn.gov)

**Duluth Airport Authority**  
**DAA Operating ACH Payment Register #17-2023**  
**June 23, 2023**

**Confirmation #1730337**

Document Number	Date	Transaction Type	Payee	Amount
00000077/1	6/23/2023	BILLPMT	Apex	\$1,250.00
00000077/10	6/23/2023	BILLPMT	Innovational Water Solutions, Inc.	\$148.00
00000077/11	6/23/2023	BILLPMT	Jamar Company	\$5,107.85
00000077/12	6/23/2023	BILLPMT	LVC Companies	\$2,141.30
00000077/13	6/23/2023	BILLPMT	Marsh & McLennan Agency LLC	\$1,103.00
00000077/14	6/23/2023	BILLPMT	Menards - Hermantown	\$180.31
00000077/15	6/23/2023	BILLPMT	Menards - Hermantown	\$58.51
00000077/16	6/23/2023	BILLPMT	Minnesota State Auditor	\$16,428.00
00000077/17	6/23/2023	BILLPMT	Twin Ports Paper Supply, Inc	\$124.92
00000077/18	6/23/2023	BILLPMT	Twin Ports Paper Supply, Inc	\$819.49
00000077/19	6/23/2023	BILLPMT	Twin Ports Paper Supply, Inc	\$663.11
00000077/2	6/23/2023	BILLPMT	Citon	\$82.58
00000077/3	6/23/2023	BILLPMT	Fellersen, Michael	\$220.12
00000077/4	6/23/2023	BILLPMT	General Security Services Corporation	\$1,882.94
00000077/5	6/23/2023	BILLPMT	General Security Services Corporation	\$25,738.92
00000077/6	6/23/2023	BILLPMT	Guardian Pest Solutions	\$53.94
00000077/7	6/23/2023	BILLPMT	Guardian Pest Solutions	\$79.41
00000077/8	6/23/2023	BILLPMT	Guardian Pest Solutions	\$78.08
00000077/9	6/23/2023	BILLPMT	HUB Parking Technology USA, Inc	\$669.40
<b>Total</b>				<b>\$56,829.88</b>

  
 \_\_\_\_\_  
 Airport Director

  
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 City Treasury

**Joelle Bodin**  
 \_\_\_\_\_  
 Finance Director

Tom Werner  
 \_\_\_\_\_  
 Executive Director

Kimberly J. Maki  
 \_\_\_\_\_  
 Board President

Signature:   
Joelle Bodin (Jun 22, 2023 14:23 CDT)  
 Email: jbodin@duluthairport.com

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 Email: twerner@duluthairport.com

Signature:   
 Email: makik@stlouiscountymn.gov

**Duluth Airport Authority**  
**DAA Operating ACH Payment Register #18-2023**  
**June 30, 2023**

**Confirmation #1800312**

Document Number	Date	Transaction Type	Payee	Amount
00000079/1	6/30/2023	BILLPMT	Acme Tools	\$55.96
00000079/10	6/30/2023	BILLPMT	Lift Pro	\$475.11
00000079/11	6/30/2023	BILLPMT	Lift Pro	\$150.00
00000079/12	6/30/2023	BILLPMT	Menards - Hermantown	\$40.95
00000079/13	6/30/2023	BILLPMT	Menards - Hermantown	\$164.85
00000079/14	6/30/2023	BILLPMT	Menards - Hermantown	\$47.95
00000079/15	6/30/2023	BILLPMT	Menards - Hermantown	\$50.60
00000079/16	6/30/2023	BILLPMT	Menards - Hermantown	\$112.88
00000079/17	6/30/2023	BILLPMT	Menards - Hermantown	\$15.69
00000079/18	6/30/2023	BILLPMT	Menards - Hermantown	\$176.77
00000079/19	6/30/2023	BILLPMT	Menards - Hermantown	\$43.96
00000079/2	6/30/2023	BILLPMT	American Association Of Airport Executives	\$150.00
00000079/20	6/30/2023	BILLPMT	Menards - Hermantown	\$261.94
00000079/21	6/30/2023	BILLPMT	Metro Sales, Inc.	\$290.96
00000079/22	6/30/2023	BILLPMT	Northern States Supply, Inc.	\$54.37
00000079/23	6/30/2023	BILLPMT	Papko, Mark	\$22.94
00000079/24	6/30/2023	BILLPMT	Schindler Elevator Corp	\$374.12
00000079/25	6/30/2023	BILLPMT	Swim Creative	\$295.00
00000079/26	6/30/2023	BILLPMT	Veoci Inc.	\$10,450.00
00000079/27	6/30/2023	BILLPMT	Viking Industrial Center	\$80.20
00000079/3	6/30/2023	BILLPMT	Baker, Natalie M	\$2,278.41
00000079/4	6/30/2023	BILLPMT	Benson Electric Company	\$312.27
00000079/5	6/30/2023	BILLPMT	Como Lube & Supplies	\$150.00
00000079/6	6/30/2023	BILLPMT	Hermantown Hydraulics, LLC	\$695.95
00000079/7	6/30/2023	BILLPMT	Inter City Oil (ICO)	\$3,628.83
00000079/8	6/30/2023	BILLPMT	ITWGSE	\$3,780.00
00000079/9	6/30/2023	BILLPMT	Kleen-Tech	\$410.75
<b>Total</b>				<b>\$24,570.46</b>

Joelle Bodin

*John Bailey*

City Treasury

~~XXXXXXXXXX~~  
 Finance Director



~~XXXXXXXXXX~~  
 Airport Director

Tom Werner

Executive Director

Kimberly J. Maki

Board President

Signature:   
Joelle Bodin (Jun 30, 2023 11:10 CDT)

Email: [jbodin@duluthairport.com](mailto:jbodin@duluthairport.com)

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Email: [twerner@duluthairport.com](mailto:twerner@duluthairport.com)

Signature: *Kimberly J. Maki*  
Kimberly J. Maki (Jun 30, 2023 11:30 CDT)

Email: [makik@stlouiscountymn.gov](mailto:makik@stlouiscountymn.gov)

**Duluth Airport Authority**  
**DAA Construction ACH Payment Register #4-2023**  
**June 21, 2023**

**Confirmation #1710105**

Document Number	Date	Transaction Type	Payee	Amount
00000076/1	6/21/2023	BILLPMT	1 Civil Air Patrol Magazine	\$505.00
00000076/10	6/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$13,300.00
00000076/11	6/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$73,040.00
00000076/12	6/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$77,660.00
00000076/13	6/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$7,375.00
00000076/14	6/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$66,800.00
00000076/15	6/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$3,685.00
00000076/16	6/21/2023	BILLPMT	1 Skyline Social & Games	\$300.00
00000076/17	6/21/2023	BILLPMT	1 Swim Creative	\$10,281.25
00000076/2	6/21/2023	BILLPMT	1 MediaUSA Adverising Inc	\$500.00
00000076/3	6/21/2023	BILLPMT	1 MediaUSA Adverising Inc	\$615.00
00000076/4	6/21/2023	BILLPMT	1 Shafer Contracting Co., Inc.	\$211,768.30
00000076/5	6/21/2023	BILLPMT	1 Shafer Contracting Co., Inc.	\$798,786.90
00000076/6	6/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$12,870.00
00000076/7	6/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$29,275.00
00000076/8	6/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$57,365.00
00000076/9	6/21/2023	BILLPMT	1 Short Elliott Hendrickson	\$24,860.00
<b>Sub-Total</b>				<b>\$1,388,986.45</b>
Void 00000071/1				\$ (505.00)
<b>Total</b>				<b>\$1,388,481.45</b>

  
Airport Director

  
City Treasury

Joelle Bodin  
Finance Director

Tom Werner  
Executive Director

Kimberly J. Maki  
Board President

Signature:   
Joelle Bodin (Jun 20, 2023 12:15 CDT)  
Email: jbodin@duluthairport.com

Signature: Tom Werner  
Email: twerner@duluthairport.com

Signature:   
Email: makik@stlouiscountymn.gov

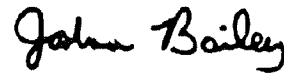
**Duluth Airport Authority**  
**DAA Construction ACH Payment Register #5-2023**  
**June 30, 2023**

**Confirmation #1800031**

Document Number	Date	Transaction Type	Payee	Amount
00000078/1	6/30/2023	BILLPMT	1 Shafer Contracting Co., Inc.	\$362,498.82
00000078/2	6/30/2023	BILLPMT	1 Shafer Contracting Co., Inc.	\$1,420,637.06
00000078/3	6/30/2023	BILLPMT	1 Short Elliott Hendrickson	\$13,315.20
00000078/4	6/30/2023	BILLPMT	1 Swim Creative	\$1,800.00
<b>Total</b>				<b><u>\$1,798,251.08</u></b>



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Airport Director



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City Treasury

**Joelle Bodin**


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Finance Director

Tom Werner

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Executive Director

Kimberly J. Maki


\_\_\_\_\_  
Board President

Signature:   
Joelle Bodin (Jun 29, 2023 10:16 CDT)

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Signature: *Tom Werner*

Email: [twerner@duluthairport.com](mailto:twerner@duluthairport.com)

Signature: 

Email: [makik@stlouiscountymn.gov](mailto:makik@stlouiscountymn.gov)

**Duluth Airport Authority**  
**DAA Construction ACH Pay.gov Register #2-2023**  
**July 12, 2023**

Document Number	Date	Transaction	Payee	Amount
ACH	7/12/2023	Pay.gov	Federal Aviation Administration	\$162,024.02
<b>Total</b>				<b>\$162,024.02</b>

  
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Airport Director

  
\_\_\_\_\_  
City Treasury

Joelle Bodin

\_\_\_\_\_  
Finance Director

Tom Werner

\_\_\_\_\_  
Executive Director

Kimberly J. Maki

\_\_\_\_\_  
Board President

Signature:   
Joelle Bodin (Jul 11, 2023 10:35 CDT)

Email: [jbodin@duluthairport.com](mailto:jbodin@duluthairport.com)

Signature: *Tom Werner*

Email: [twerner@duluthairport.com](mailto:twerner@duluthairport.com)

Signature: 

Email: [makik@stlouiscountymn.gov](mailto:makik@stlouiscountymn.gov)



**Joelle Bodin**

---

**From:** Don Monaco <donm@monacoairduluth.com>  
**Sent:** Saturday, July 1, 2023 11:05 AM  
**To:** Tom Werner; makik  
**Cc:** Bill King (skykingpilot@gmail.com); Dave Gaddie (dgaddie@bell.bank); ehansen; Greg Fox (gregandsheilafox@hotmail.com); Michael A. Magni; Pat Mullen (runtrailfree@gmail.com); Richard Stewart (RStewart@uwsuper.edu); 'Steve Overom (soverom@overomlaw.com)'; DAA  
**Subject:** June, 2023 Monaco Air Foundation Report

Tom and Kim,

Please share this report with the Duluth Airport Authority Board at its next regularly scheduled meeting.

Summary of June 2023 Activities

**Airport Tour Program:** The Foundation solicits and coordinates Duluth International Airport tours for groups of high school students and other groups.

**Other Initiatives:** The Foundation welcomes requests from the Duluth Airport Authority Board for initiatives the Board would like the Foundation to consider.

Please let me know if you have any questions about this month's report.

Respectfully submitted,

**Don Monaco**  
*President*  
*Monaco Air Foundation, Inc.*  
*4535 Airport Approach Road*  
*Duluth, MN 55811*  
*Phone: 218-727-2911*  
*Mobile: 630-728-5571*  
*Fax: 218-336-0001*  
[donm@monacoairduluth.com](mailto:donm@monacoairduluth.com)  
[www.monacoairduluth.com](http://www.monacoairduluth.com)



# Construction Newsletter

## Duluth International Airport (DLH)

Weekly Update - June 16, 2023

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### **Taxiway A - Phase 4 (SRE Ramp) and Midfield Ramp Reconstruction**

Asphalt base paving on the SRE Ramp has been completed. Concrete paving has started in both the Taxiway A Phase 4 and the Midfield Ramp Repair project areas this week.

A bio-retention pond is being constructed east of the commercial terminal parking lot. This bio-retention area will treat stormwater runoff from the increased impervious surfaces caused by the construction of the SRE ramp before it enters Miller Creek. A single-lane traffic closure and construction traffic is expected on Grinden Drive as construction of the bio-retention pond continues.

### **Next Week**

The contractor will complete concrete paving on the Midfield and SRE ramp areas early next week and continue excavation work on the construction of the bio-retention pond.

### **Anticipated Project Schedule - Subject to change**

- Taxiway A Phase 4 (SRE Ramp) and Midfield Ramp Reconstruction: May 15 to July 13



## Vehicle Service Road (VSR) / Perimeter Road

The Vehicle Service Road (VSR), or perimeter road, is closed in the construction area of Phase 4 for the remainder of Phase 4 and Midfield Ramp Repair projects. Due to the closure, a detour is in place that requires you to leave the secure area. The Monaco and South SRE gates provide airfield access – posted signs indicate the direction of the detour. Use extra caution around the SRE Building, as construction vehicles operate in this area. A map and additional vehicle service road detour information can be found [here \[PDF\]](#).

For temporary gate access, contact DAA Security Manager Matt Snell at 218-625-7772.

June 21. Short closures (4 hours or less) of Runway 3/21 and Runway may occur. NOTAMs will be issued three days prior to those closures.

---

## Taxiway A - Phase 2A and 2B Reconstruction

The Taxiway A Phase 2 reconstruction project is anticipated to begin following the Airshow on July 18th. The project's Construction Safety Phasing Plan (CSPP) can be found [here](#). The dates for Phase 2B, which includes several night closures and one (1) 60-hour closure of Runway 9/27, have not yet been determined. Once a date has been confirmed by the contractor, additional communication will be shared with stakeholders.

## Anticipated Project Schedule - Subject to change

- Taxiway A Phase 2: July 18 to September 30
- 

*Please note, dates and planned construction related activities are subject to change. Airfield [NOTAMs](#) should be checked to confirm the current status of the airfield.*

## Project Contact Information

Mark Papko, Director of Operations - Airport Authority - [mpapko@duluthairport.com](mailto:mpapko@duluthairport.com)

Adinda Van Espen, Project Manager - SEH - [avanespen@sehinc.com](mailto:avanespen@sehinc.com)

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Duluth International Airport  
(218) 727-2968  
[daa@duluthairport.com](mailto:daa@duluthairport.com)



# Construction Newsletter

## Duluth International Airport (DLH)

Weekly Update - June 23, 2023

---

### **Taxiway A - Phase 4 (SRE Ramp) and Midfield Ramp Reconstruction**

Concrete paving on the SRE apron and Midfield ramp is complete. Storm sewer pipes have been installed at the bio-retention pond. Grading of the pond continues.

### **Next Week**

The edges of the construction area around the SRE apron and midfield ramp will be cleared and graded. An area of the SRE ramp in front of the vault building will be temporarily paved with bituminous pavement. The temporary bituminous pavement will be replaced with concrete following Taxiway A Phase 2 electrical work later this summer – work will begin to prepare this area for paving. Grading will also continue at the bio-retention pond next week.

### **Anticipated Project Schedule - Subject to change**

- Taxiway A Phase 4 (SRE Ramp) and Midfield Ramp Reconstruction: May 15 to July 13



## Vehicle Service Road (VSR) / Perimeter Road

The Vehicle Service Road (VSR), or perimeter road, is closed in the construction area of Phase 4 for the remainder of Phase 4 and Midfield Ramp Repair projects. Due to the closure, a detour is in place that requires you to leave the secure area. The Monaco and South SRE gates provide airfield access – posted signs indicate the direction of the detour. Use extra caution around the SRE Building, as construction vehicles operate in this area. A map and additional vehicle service road detour information can be found [here \[PDF\]](#).

For temporary gate access, contact DAA Security Manager Matt Snell at 218-625-7772.

---

## Miscellaneous Taxiway Repair Work

The mill and overlay of Taxiway C, north of Runway 9/27 is now complete. Temporary markings will be painted by the end of the day today and permanent markings will be painted in July. Taxiway C, north of Runway 9/27 is anticipated to open by the end of the day today.



---

## Taxiway A - Phase 2A and 2B Reconstruction

The Taxiway A Phase 2 reconstruction project is anticipated to begin following the Airshow on July 18th. The project's Construction Safety Phasing Plan (CSPP) can be found [here](#). The dates for Phase 2B, which includes several night closures and one (1) 60-hour closure of Runway 9/27, have not yet been determined. Once a date has been confirmed by the contractor, additional communication will be shared with stakeholders.

### Anticipated Project Schedule - Subject to change

- Taxiway A Phase 2: July 18 to September 30

---

*Please note, dates and planned construction related activities are subject to change. Airfield [NOTAMs](#) should be checked to confirm the current status of the airfield.*

### Project Contact Information

Mark Papko, Director of Operations - Airport Authority - [mpapko@duluthairport.com](mailto:mpapko@duluthairport.com)

Adinda Van Espen, Project Manager - SEH - [avanesp@sehinc.com](mailto:avanesp@sehinc.com)

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# Construction Newsletter

## Duluth International Airport (DLH)

Weekly Update - June 30, 2023

---

### **Taxiway A - Phase 4 (SRE Ramp) and Midfield Ramp Reconstruction**

Saw cutting and joint sealing of the concrete pavement was completed this week. Preparation for the temporary bituminous pavement near the airport's electrical vault (SE corner of the SRE Ramp) continued throughout the week. Seeding and erosion control blanket installation at the bio-retention pond near the surface lot at the Terminal was complete.

### **Next Week**

The contractor will complete temporary bituminous paving near the airport's electrical vault next week (SE corner of the SRE Ramp). They will also continue with final grading and site cleanup for the Phase 4 (SRE Ramp) and Midfield Ramp project areas.

### **Anticipated Project Schedule - Subject to change**

- The Taxiway A Phase 4 (SRE Ramp) and Midfield Ramp Repairs projects are scheduled to be completed on July 10th.



## Vehicle Service Road (VSR) / Perimeter Road

The Vehicle Service Road (VSR), or perimeter road, is closed in the construction area of Phase 4 for the remainder of Phase 4 and Midfield Ramp Repair projects. Due to the closure, a detour is in place that requires you to leave the secure area. The Monaco and South SRE gates provide airfield access – posted signs indicate the direction of the detour. Use extra caution around the SRE Building, as construction vehicles operate in this area. A map and additional vehicle service road detour information can be found [here \[PDF\]](#).

For temporary gate access, contact DAA Security Manager Matt Snell at 218-625-7772.

---

## Miscellaneous Taxiway Repair Work

The mill and overlay of Taxiway C, north of Runway 9/27 was completed at the end of last week.



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## Taxiway A - Phase 2A and 2B Reconstruction

The Taxiway A Phase 2 reconstruction project is anticipated to begin following the Airshow on July 18th. The project's Construction Safety Phasing Plan (CSPP) was updated on June 30th and can be found [here](#).

The dates for Phase 2B, which includes several night closures and one (1) 60-hour closure of Runway 9/27, have not yet been determined. Once a date has been confirmed by the contractor, additional communication will be shared with stakeholders.

### Anticipated Project Schedule - Subject to change

- Taxiway A Phase 2: July 18 to October 1

---

*Please note, dates and planned construction related activities are subject to change. Airfield [NOTAMs](#) should be checked to confirm the current status of the airfield.*

### Project Contact Information

Mark Papko, Director of Operations - Airport Authority - [mpapko@duluthairport.com](mailto:mpapko@duluthairport.com)

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# Construction Newsletter

## Duluth International Airport (DLH)

Weekly Update - July 7, 2023

---

### **Taxiway A - Phase 4 (SRE Ramp) and Midfield Ramp Reconstruction**

The contractor has completed the final work on the storm sewer structures. The temporary bituminous pavement section near the airport's electrical vault (SE corner of the SRE Ramp) was completed. Final grading and site cleanup for the Phase 4 (SRE Ramp) and Midfield Ramp project areas continues.

### **Next Week**

The contractor will continue cleaning up the project site including a thorough wash and sweep of the Midfield and SRE ramps. Temporary pavement markings will be painted on Monday, July 10. Temporary turf restoration will be installed on the north side of the project location in between Taxiway A and the SRE Ramp.

### **Anticipated Project Schedule - Subject to change**

- The Taxiway A Phase 4 (SRE Ramp) and Midfield Ramp Repairs projects are anticipated to be complete on July 11.



**Vehicle Service Road (VSR) / Perimeter Road**

Due to the closure, a detour is in place that requires you to leave the secure area. The Monaco and South SRE gates provide airfield access – posted signs indicate the direction of the detour. Use extra caution around the SRE Building, as construction vehicles operate in this area. A map and additional vehicle service road detour information can be found [here \[PDF\]](#).

For temporary gate access, contact DAA Security Manager Matt Snell at 218-625-7772.

The VSR is anticipated to open on July 11th, this date is subject to change.

---

### **Taxiway A - Phase 2A and 2B Reconstruction**

The Taxiway A Phase 2 reconstruction project is anticipated to begin following the Airshow on Tuesday, July 18. The project's Construction Safety Phasing Plan (CSPP) was updated on June 30 and can be found [here](#).

The dates for Phase 2B, which includes several night closures and one (1) 60-hour closure of Runway 9/27, have not yet been determined. Once a date has been confirmed by the contractor, additional communication will be shared with stakeholders.

### **Anticipated Project Schedule - Subject to change**

- Taxiway A Phase 2: July 18 to October 1

---

*Please note, dates and planned construction related activities are subject to change.  
Airfield **NOTAMS** should be checked to confirm the current status of the airfield.*

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[Project Contact Information](#)

Mark Papko, Director of Operations - Airport Authority - [mpapko@duluthairport.com](mailto:mpapko@duluthairport.com)

Adinda Van Espen, Project Manager - SEH - [avanспен@sehinc.com](mailto:avanспен@sehinc.com)

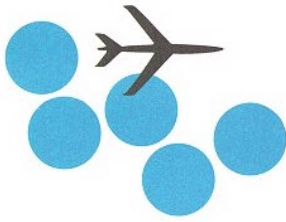
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Duluth International Airport  
(218) 727-2968  
[daa@duluthairport.com](mailto:daa@duluthairport.com)





IV - D

## GREAT LAKES CHAPTER □ AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES

**President**

JOHN C. REED, AAE  
Rochester, Minnesota

May 24, 2023

**First Vice President**

DAVID S. HARING, AAE  
Lincoln, Nebraska

TO: Great Lakes Chapter Board of Directors

**Second Vice President**

KATIE SCHERER, AAE  
Fort Wayne, Indiana

FROM: Tom Werner, Minnesota State Representative

**Treasurer**

MARC M. SETHNA, AAE  
Columbus, Ohio

SUBJECT: Minnesota State Update, Spring 2023

**Past President**

MELISSA W. COOPER, AAE  
Kansas City, Missouri

Minnesota finished its legislative session on May 22, 2023. The session included passage of a few bills consequential to airports.

**State / Provincial Representatives**

CORTNEY E. HARRIS, CM  
Chicago, Illinois

1. The ban of Class B Firefighting Foam, including PFAS, will take effect after a fluorine-free foam (F3) is included on the Federal Aviation Administration's (FAA) Qualified Product Database and is "commercially available". Many unanswered questions remain as this bill outpaces the national transition to F3, led by the FAA.

NATHANIEL HAHN, CM  
Evansville, Indiana

MARTIN P. LENSS, CM  
Cedar Rapids, Iowa

CHRISTIAN NELSON, CM  
Lexington, Kentucky

MEGAN MURRAY, ACE  
Marquette, Michigan

Minnesota's Commercial services will continue to advocate for additional provisions where the current bill fell short. Specifically, the establishment of a take-back program, funding for training, and the replacement of contaminated firefighting apparatus.

THOMAS WERNER, CM  
Duluth, Minnesota

2. Passage of Aeronautics Funding Including:

DAVID SCHUBERT  
Chesterfield, Missouri

ROBERT MCNALLY, CM  
Lincoln, Nebraska

RYAN M. RIESINGER, CM  
Grand Forks, North Dakota

CHRIS POLLOCK, AAE, ACE  
Columbus, Ohio

RICHARD W. KING, AAE, ACE  
Sioux Falls, South Dakota

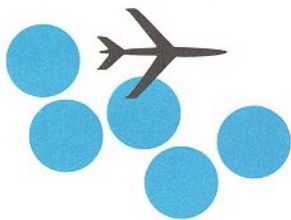
BRIAN GREFE, AAE, ACE  
Mosinee, Wisconsin

CHRIS PEARCE, CD, AAE, MASC  
Ontario, Canada

**Administrative Office**

J&M BUSINESS SOLUTIONS, LLC  
Sheri Maskow

Minnesota's Essential Air Service Airports (EAS) have been preparing for significant changes to their air service. In the short term the current EAS contract carrier, SkyWest has requested that four airports: Bemidji, Brainerd, Hibbing, and International Falls, upgrade their security screening infrastructure to accommodate 76-seat regional jets.



## GREAT LAKES CHAPTER □ AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES

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Rochester, Minnesota

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Columbus, Ohio

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MELISSA W. COOPER, AAE  
Kansas City, Missouri

**State / Provincial Representatives**

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Duluth, Minnesota

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Chesterfield, Missouri

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Mosinee, Wisconsin

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Ontario, Canada

**Administrative Office**

J&M BUSINESS SOLUTIONS, LLC  
Sheri Maskow

Each airport would have to upgrade from Category IV to Category III at a significant cost. The upgrades would only be used for a 6-month period while the 76-seat regional jets were used to facilitate SkyWest's fleet conversion of its EAS 50-seat regional jets from Part 121 to 135 operations with less than 50 seats. Should the proposed changes be realized, it could mean up to a 40% reduction in total seats in the affected communities.

Questions can be addressed to the undersigned at  
[twerner@duluthairport.com](mailto:twerner@duluthairport.com) .

Respectfully submitted,

Tom Werner, C.M.

## IV - E

### Menu

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# Congratulations to the 2022 aviation award recipients!

June 26, 2023

The Minnesota Council of Airports recognized its 2022 aviation award recipients during a conference luncheon on April 27.



*South St. Paul Municipal Airport award recipients*



*Ely Municipal Airport award recipients*

A Project of the Year Award for Intermediate GA airport was given to South St. Paul Municipal Airport for its Runway 16/34 reconstruction. Accepting the award were representatives from the City of South St. Paul, consultant SEH, and contractor Northwest Asphalt.

A Project of the Year Award for Key Intermediate GA airport was given to Ely Municipal Airport for construction of Partial Parallel Taxiway A and Connector Taxiway A2. Accepting the award were representatives from the City of Ely, consultant TKDA, and contractors Ulland Brothers Inc. and TNT Aggregates LLC.



*Thief River Falls Regional Airport award recipients*



*Duluth International Airport award recipients*

A Project of the Year Award in the category of Key Commercial Service was given to Thief River Falls Regional Airport for its airfield lighting replacement. Accepting the award were representatives from Thief River Falls Airport Authority, consultant SEH, and contractor Strata Construction.

The award for Outstanding Leadership in Airport Planning, Environment, and Strategic Initiative was given to Duluth International Airport for its Vision 2040 Master Plan and Part 150 Noise Study. The award was presented to representatives from Duluth Airport Authority and consultants SEH and Landrum & Brown Inc.

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## Related Stories



[Annual airports conference looks forward from pandemic >](#)

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## About AirTAP

AirTAP is a statewide assistance program for aviation personnel that offers education and information resources, training programs, technical assistance, access to experts, and printed materials.

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# Sky Harbor Airport changes planned

On [July 3, 2023](#) By [Duluth Monitor](#)



Beginning in August, new construction will commence on Park Point at Sky Harbor Airport, which is located at the end of Lake Avenue.

Currently, the 82-acre airport has nine buildings onsite: the Arrivals/Departure building and eight hangars. Some hangars are used for storage; others house businesses. Aircraft maintenance and seaplane certification services can also be purchased at Sky Harbor. The airport is staffed by a single employee.

Construction plans call for building a new \$1.2 million Arrivals/Departure building, a new \$874,000 maintenance facility, and up to ten new hangars.

## *Arrivals/Departures building*

The Arrivals/Departures building is the first building inside the security fence. Inside, it contains an office, a mostly empty postcard carousel, and curling papers tacked to the wall.

The trailhead to the Park Point trail system begins at the Arrivals/Departures building and passes behind the hangars on its way to the forest. From the perspective of people who use these trails, the most exciting aspect of the new

Arrivals/Departures building will be a snack-bar area, offering concessions and vending machines indoors; deck seating will be provided outdoors, under a canopy. This will be the only place in the vicinity which offers hikers a seat to rest.

The project will also install hookups for food trucks in the parking lot, so the airport will be able to host festivals and other events in the future.

### *New maintenance building*

Currently, Sky Harbor Airport stores its snow-removal equipment in a hangar adjacent to the Arrivals/Departures building. Because airplanes are also stored in the hangar, space is tight. With a new maintenance building, Sky Harbor will separate conflicting uses and generate income for the airport by creating more storage space. Construction on the building is scheduled to begin in September.

### *New hangars*

According to Duluth Airport Authority Executive Director Tom Werner, enough economic activity exists at Sky Harbor that the airport is considering building up to 10 new hangars to meet the demand. Although no definite timeline exists for this part of the project, it is something that will likely come up again in the future.







AW Daily

# SkyWest in Fight With Labor Unions Over Future of Air Service to Small Cities

Edward Russell

June 14, 2023

There is a fight underway over the future of commercial air service in America's heartland. SkyWest Airlines is pushing the U.S. government to approve a new charter subsidiary that it says is necessary to continue flights to many smaller communities but major aviation unions have struck back arguing that the proposal undermines safety.

“We are simply seeking fairness in approving a clearly fit operator,” SkyWest Chief Commercial Officer Wade Steel said Wednesday.

Steel’s comments come nearly a year to the day when the Utah-based regional airline first applied for Department of Transportation [certification of the subsidiary](#), SkyWest Charter, as a response to the captain shortage that has contributed to the loss of air service to many smaller destinations across the U.S. Other existing charter carriers, including [Contour Airlines](#) and JSX, already operate under the same authority.

The Air Line Pilots Association (ALPA) and the Association of Flight Attendants-CWA (AFA), the two largest aviation unions in the U.S., both oppose the application. In comments made earlier in June, ALPA President Captain Jason Ambrosi claimed that approving SkyWest Charter would “make flying less safe” in the U.S. And AFA President Sara Nelson added that it would start a “race to the bottom” in how airlines serve small cities.

The union’s concerns are rooted in the safety rules put in place following the fatal crash of Colgan Air flight 3407 in 2009. Those rules included the requirement that all pilots at Part 121-certified airlines, that is every major carrier from SkyWest to American Airlines, must have at least 1,500 hours of training to obtain an airline transport pilot, or ATP, certificate. The rule includes a few exceptions, including for pilots coming from the military.

SkyWest Charter, which [operated its first on-demand charter flights](#) in April, plans to fly under the Federal Aviation Administration’s Part 135 and 380 certifications that allows the hiring of pilots with as little as 250 hours of experience. The tradeoff is carriers like Contour and JSX cannot operate planes with more than

30 seats, and must do so outside of the traditional capacity purchase contracts that U.S. regionals typically fly under.

Steel said Wednesday that, despite operating under the lesser certification standard, SkyWest Charter would only employ pilots with 1,500 hours. It would also operate with the backing of SkyWest Airlines' own operating standards, which "far exceed Part 135 requirements."

The DOT did not respond to a request for comment on SkyWest Charter's pending application. SkyWest and the unions are facing off in comments to the regulator in the official docket.

At stake is how airlines serve small cities like Elko, Nev., and Sioux City, Iowa, where flights are subsidized either locally or through the DOT's essential air service program. Flights to many of these communities have already shifted from traditional operators, like Republic Airways and SkyWest, to smaller Part 135 operators, including Contour and [Southern Airways Express](#). The causes of this shift are many but the pilot shortage and rapid rise in operating costs since the pandemic are widely cited.

Since April 2020, 74 small markets across the U.S. have lost air service on American, Delta Air Lines, and United Airlines or their affiliates, a recent analysis by Ailevon Pacific Aviation Consulting found. While few of those communities have lost all flights, the pull down severely limits the ability of travelers to fly from these markets to points around the world.

SkyWest and others tout Part 135-certified charter airlines as a way to avoid some of these air service losses. Earlier in June, JSX said the operating model allowed it to "offer new service options for

consumers and communities,” as well as “modest” competition for legacy carriers like American and Delta. And JetBlue Airways, which owns a stake in JSX, on Wednesday filed its own defense with the DOT saying any limits on the scheduled-charter model could “further harm small community air service.”

Not everyone believes charter operators are the answer to the loss of flights in smaller U.S. cities.

“It’s a feel-good air service for the sake of air service thing,” Swelbar-Zhong Consultancy Chief Industry Analyst William Swelbar said when asked if the model was the answer to [air service losses](#) in May. Asked about SkyWest Charter, he said the application probably needed a “different political environment” to happen.

This is not the first time labor unions have delayed an airline’s certification. ALPA and others successfully delayed a foreign air carrier permit for now-defunct Norwegian Air International for three years before it was finally approved in December 2016. Unions also contributed to the delay former airline Virgin America faced before its eventual certification in 2007. However, in both cases the airline ultimately won — eventually.

ALPA and SkyWest have a contentious history. The union has unsuccessfully attempted to organize the airline’s pilots, which are represented in-house by the SkyWest Airlines Pilots Association, previously. And, in recent years, ALPA has often singled out statements by SkyWest — and not ones by airlines where it represents pilots — in making its own positions, for example [denying the U.S. pilot shortage](#) that is widely acknowledged in the airline industry, including by other unions.

“ALPA is attempting to block [SkyWest Charter] solely to preserve the pilot shortage and its own bargaining power,” Corey Keller, the director of public works for Dodge City, Kan., said Wednesday. He was joined by local leaders across the heartland, including Fort Dodge and Mason City, Iowa, and Liberal and Salina, Kansas, in support of SkyWest Charter’s application.

Whether true or not, ALPA and other unions have won historic wage increases for pilots across the U.S. sector over the past year. That includes [raising pay rates at American regional subsidiaries](#) Envoy, Piedmont Airlines, and PSA Airlines, to levels on par with budget carriers like Frontier Airlines and Spirit Airlines. SkyWest matched the pay rates at American’s subsidiaries last year. ALPA-represented pilots at Delta [ratified a new agreement](#) in March that is now the standard for the major U.S. carriers.

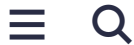
The wage increases, however, have not solved the airline industry’s staffing issues. Pilots are no longer in short supply but captains, which require additional hours of experience, are. And airline leaders do not expect the situation to completely ease for several more years.

Ambrosi said ALPA supports flights to small cities but under the same rules that govern most other air service in the U.S. He did not say how the union would address the captain shortage or high operating costs of such flights.

“The lack of movement on SkyWest Charter’s application feels like the DOT is indifferent or doesn’t care about small communities across the U.S.,” Keller said.

While SkyWest Charter's application nears the one-year mark with the DOT, Contour's was approved in 10 months in January 2014, and JSX's in seven months in May 2016.

*Updated with comments from JetBlue, JSX, and additional comments from ALPA President Captain Jason Ambrosi.*



Home > Airline News

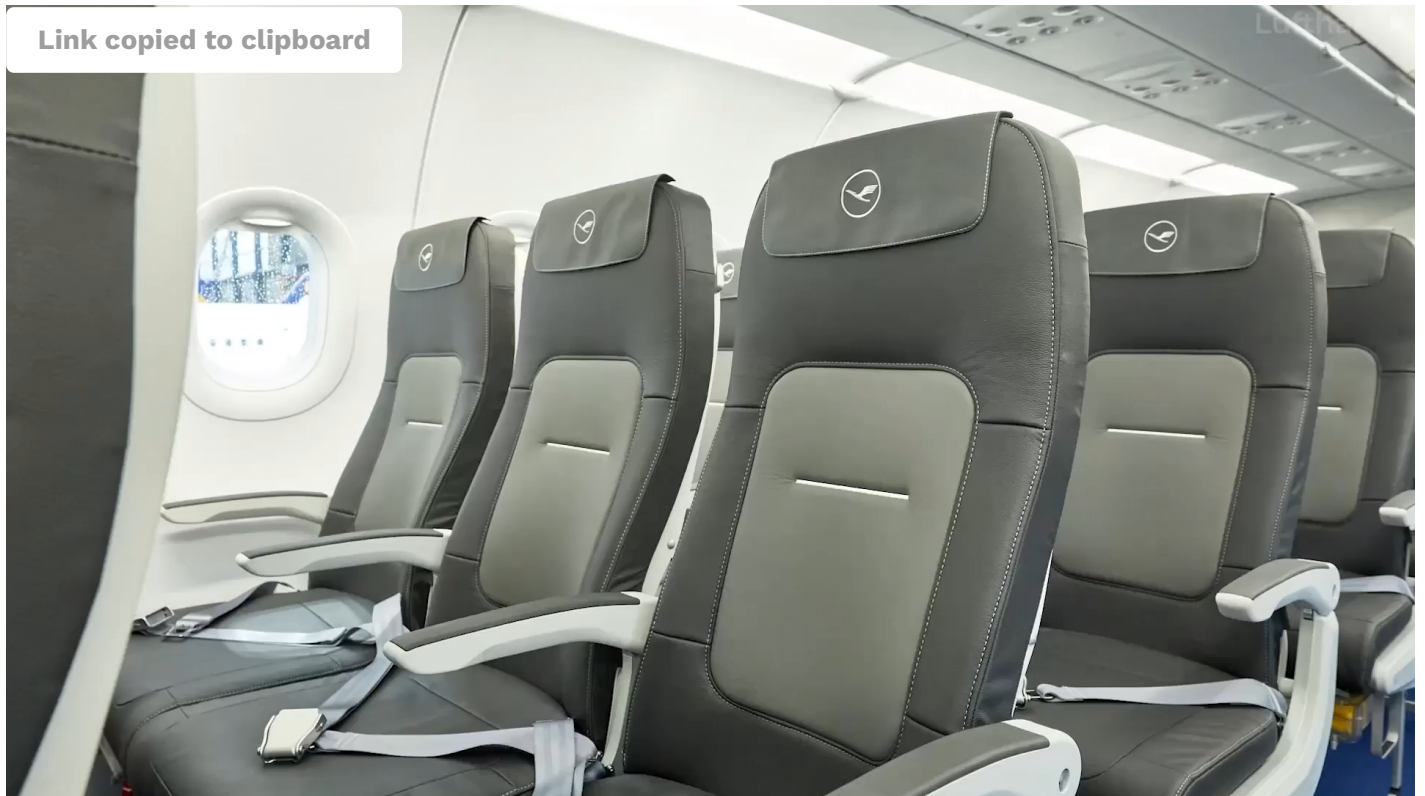
## Some American Airlines Bus Services Now Remain Security Screened Between Airports

Select American Airlines bus routes will now take passengers from the terminal at one airport to another without the need to go back through security.

BY RILEY PICKETT PUBLISHED 2 HOURS AGO



[American Airlines](#) has revealed that select flights served by buses from [Philadelphia International Airport \(PHL\)](#) will only transport [passengers](#) that have been [security screened](#). The airline is working to improve its shuttle service that has replaced select short-haul flights amid the growing pilot shortage. Airline representatives



## Sterile transit service

When American Airlines first announced that it would replace select short-haul routes with a bus service operated by Landline, it told the public that passengers would board the buses after passing through security and be taken to the sterile side of the terminal at their next airport. While this looked great on paper, implementation proved difficult as it took time before the service could receive approval.



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Ad

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Having recently received approval from the [Transportation Security Administration \(TSA\)](#), American has begun offering airside bus services between PHL and Allentown, Pennsylvania's Lehigh Valley International Airport (ABE), along with New Jersey's Atlantic City International Airport (ACY).

 American Airlines Boeing 737

*Photo: American Airlines*

Landline and American Airlines must follow strict protocols to keep these bus operations secure and in accordance with TSA guidelines. TSA's Federal Security Director at Philadelphia International Airport, Gerardo Spero, stated,

*"We have put in numerous security requirements for the bus operators and all airline personnel to ensure robust security protocols are followed at all times."*

Despite these regulations, airline executives have thanked TSA for approving its services. American Airlines' Vice President of Corporate Security, Gary Tomasulo, shared the following,

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## Ad

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*"We are thankful to the TSA, our regulatory and airport partners, and Landline for the collective partnership and work to achieve this first-of-its-kind milestone. We are excited to offer customers a more convenient experience to clear security at their local airport and arrive airside at our Philadelphia hub with a seamless connection to our global network."*

American Airlines hopes that the rise in sterile bus services will increase the popularity of this service. It will make connecting to other flights more convenient and remove the stress of going through security upon arriving at the next

destination. All these bus operations are done at a gate on Concourse E at PHL, [Link copied to clipboard](#) ensuring passengers can connect to other flights conveniently.

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## Tip

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## The solution to a growing problem

American Airlines introduced this bus service to help combat the ongoing pilot shortage. While American has suffered from the deficit, the regional carriers operating short-haul flights on its behalf have taken the biggest hit. Because of this, the airline has been forced to ground dozens of regional jets. Despite the shortage of pilots, demand for air travel continues to rise, forcing airlines to get creative in their operations.

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Ad

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 American Eagle Embraer ERJ-145

**Link copied to clipboard**

*Photo: Vincenzo Pace | Simple Flying*

Airline executives chose to launch the bus service on routes less than 200 miles to reduce the number of regional routes while also decreasing operating costs and carbon emissions output. Landline claims that these two routes are only the beginning as it foresees bus services replacing the majority of the domestic routes under 200 miles in the US.

The co-founder and CEO of Landline, David Sunde, stated,

*"Airside service from ABE and ACY is a glimpse at the future of travel that Landline is creating, in which ground transportation is fully integrated into the travel day,"*

**What do you think of these sterile bus services? Have you traveled on an American Airlines shuttle? Let us know in the comments below.**

*slam du* **American Airlines**  
*it was*  
*hoping fi* **IATA/ICAO Code:** AA/AAL **Airline Type:** Full Service Carrier  
*as* **Hub(s):** Charlotte Douglas International Airport, Chicago O'Hare International Airport, Dallas/Fort Worth International Airport, Los Angeles International Airport, Miami International Airport, New York JFK Airport, LaGuardia Airport, Philadelphia International Airport, Phoenix Sky Harbor International Airport  
*Bangalor*  
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## MEMORANDUM

To: Duluth Airport Authority Board of Directors

From: Natalie Baker

Date: July 11<sup>th</sup>, 2023

Re: Summary of Consultant Selection Process

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The Duluth Airport Authority intends to continue to market air service and elevate the Duluth International Airport. To accomplish this, the Duluth Airport Authority completed a competitive request for qualifications in accordance with current local regulations and requirements of the Duluth Airport Authority. The Specific scope of products and services requested include:

1. Marketing Plan Development
2. Advertising and Marketing Services
3. Creative Development
4. Social Media Services
5. Website Maintenance and Content Management
6. Campaign Management, Metrics and Reporting

The following is a timeline of key dates:

April 13, 2023	RFQ Released
April 25, 2023	**Mandatory (In-Person or Virtual) Pre-Bid Meeting
April 28, 2023	Written Questions Due
May 5, 2023	Responses/Addenda posted
May 25, 2023	Qualifications due
Week of June 26, 2023	Interviews (if needed)
July 18, 2023	Recommendation to Airport Board
July 18, 2023	Agreement – Effective

The DAA received 7 qualified written proposals at which point the 3 top scoring firms were advanced to the interview/presentation portion. The grating criteria for the firm's written proposal is shown below:

<b><u>Evaluation Criteria</u></b>	<b><u>Weight %</u></b>	<b><u>Definition</u></b>
Qualifications and competence of the firm.	15%	Provide agency biography and history of the agency.
Experience of the firm and its employees in the type of service being sought.	20%	List recent experience and ability to meet timelines/schedules for similarly situated clients. Include example projects.
Capability of the firm to perform the service desired within an acceptable time frame.	20%	List key project personnel's professional background, experience, and workload.
Firm's familiarity with and proximity to the geographic location of the projects.	15%	Indicate office location(s) where work will be performed and familiarity with DLH and DYT.
Creative ability of the agency.	30%	Clearly demonstrate the creative capabilities of the agency, relating to the development of marketing strategies to achieve desired strategic goals.

The grading criteria for the interview/presentation is shown below:

<b><u>Evaluation Criteria</u></b>	<b><u>Weight %</u></b>	<b><u>Definition</u></b>
Overview of Services	<b>20%</b>	Firm's services align with the services sought by the DAA
Qualifications and Fit	<b>25%</b>	Firm demonstrates an understanding of the DAA, its diverse marketing/communication audience, and DLH's service region.
Short Campaign	<b>25%</b>	The campaign included measurable goals, audience and tactics, fitting with the DAA's goals

Responses to Questions	<b>20%</b>	Firm was able to provide sound responses and justification with relevant examples to all of the DAA's questions during the interview
Overall Presentation/ Interview Compliance	<b>10%</b>	Firm followed all instructions and provided a well-rounded presentation/interview

Grading criteria from the written portion (worth 50% of the total overall grade) and the interview/presentation portion (worth 50% of the total overall grade) were tallied together to find the most qualified firm.

Based on the final scoring, the Duluth Airport Authority staff and selection committee selected Giant Voices to move forward for final selection and contract award.

For questions regarding this procurement action please contact the undersigned

Natalie Baker

Director of Communication and Marketing



**DULUTH AIRPORT AUTHORITY**

Duluth International Airport  
Solicitation No. 23-4407

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Marketing and Advertising Services

Request for Qualifications

Issued: April 13, 2023

Proposals Due: May 25, 2023



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EVALUATION CRITERIA.....	6
MANDATORY DISCLOSURES.....	7

## SECTION 1 SOLICITATION OF QUALIFICATIONS

In accordance with the policies and procedures of the Duluth Airport Authority (DAA), Notice is hereby given that a Request for Qualifications (RFQ) for marketing and advertising services is requested from agencies to render services required at Duluth International Airport (DLH) and Sky Harbor Airport (DYT). It is the intent of the DAA to select and negotiate with one agency for a five (5) year term, with a base term of three (3) years and two, one (1) year optional extensions.

All statements must be received at the address below no later than local time 3:00 p.m. May 25, 2023. All proposals must be addressed to:

Duluth Airport Authority  
RFQ Marketing and Advertising Services  
Attn: Natalie Baker  
4701 Grinden Drive  
Duluth, MN 55811

All statements must be submitted in a sealed envelope clearly marked with RFQ Airport Consulting Services. All submittals shall include one (1) complete, original statement marked "ORIGINAL"; six (6) complete copies of the original statement; and other related documentation required by this RFQ as well as one (1) electronic copy (USB drive.). Any RFQ submittal not received by the deadline may not be considered.

**All questions concerning this RFQ shall be submitted to Mrs. Natalie Baker via email on or before April 28, 2023.** Mrs. Baker will respond to all parties who attended the pre-bid no later than May 5th, 2023.

Mrs. Natalie Baker  
Director of Communication and Marketing  
[nbaker@duluthairport.com](mailto:nbaker@duluthairport.com)

The proposed timeline schedule as related to this procurement is as follows:

April 13, 2023	RFQ Released
April 25, 2023	**Mandatory (In-Person or Virtual) Pre-Bid Meeting
April 28, 2023	Written Questions Due
May 5, 2023	Responses/Addenda posted
May 25, 2023	Qualifications due
Week of June 12, 2023	Interviews (if needed)
June 20, 2023	Recommendation to Airport Board
June 21, 2023	Agreement – Effective

**\*\*Mandatory (In-person or Virtual) Pre-Bid Meeting**

Virtual:

\*To be sent the link to participate in the virtual Pre-bid meeting please email Natalie Baker with your interest to attend at nbaker@duluthairport.com prior to April 25th, 2023.

In-person:

Duluth International Airport Terminal Building – Third Floor Conference Room on April 25th at 11am CST

## **SECTION 2 INFORMATION REQUIRED**

Specific categories for marketing and advertising services include but are not limited to:

1. Marketing Plan Development
2. Advertising and Marketing Services
3. Creative Development
4. Social Media Services
5. Website Maintenance and Content Management
6. Campaign Management, Metrics and Reporting

Agencies are invited to provide a Statement of Qualifications for the categories listed above. All agencies are responsible for costs associated with the preparation of materials in response to this RFQ, and the DAA assumes no responsibility for any such costs.

Upon the final decision of the selected agency, contract negotiations for a Marketing Services Agreement will be initiated. Negotiating individual project contracts and associated fees shall occur when those services are needed for a project.

The Airport is an Equal Employment Opportunity (EEO) organization and does not discriminate based on race, religion, color, sex, age, marital status, national origin, sexual orientation, or the presence of any sensory, mental, or physical disability in consideration of a contract award. The successful Proposer will be required to comply with all federal, state, and local laws and regulations.

The format for the SOQ shall be as follows:

- A. Cover Letter: Provide the main point of contact with their telephone number and email. The letter should include a statement of interest in performing services outlined within the scope of work.
- B. Executive Summary: This shall contain an outline of your general approach to the provision of services in addition to a brief summary of your qualifications to engage in marketing services with the Airport.

- Describe why your agency is the best fit for DLH and DYT, why your agency is the best qualified, why you are passionate about promoting air commerce in our region, and what sets you apart from other marketing agencies seeking our work.
  - Demonstrate a capable working knowledge of DLH and DYT
- C. Agency and team history: Include names and qualifications of the team members assigned who will perform requested services.
- D. Services: Please provide the types of services offered by your agency
- Demonstrate experience and describe the approach your agency takes with the development and execution of data-driven strategic marketing plans.
  - Describe your agency's digital marketing experience and capabilities. Please use specific examples when describing strategies and capabilities.
  - Describe your agency's video, print, audio, and out-of-home (OOH) experience and capabilities. Please use specific examples when describing strategies and capabilities.
- E. Sections (SOQs) that will address each of the categories of airport marketing services listed above.
- Include examples of previous relevant work for similarly situated clients.
  - Any additional information the agency wishes the selection committee to review may be included herein.
  - If an agency is not interested in proposing for one of the specific categories, then a single page stating this should be included for the excluded section.
- F. For each portion of the proposed services to be received by an agency, the SOQ must include the identification of the functions to be provided by the agency and the related qualifications and experience of the agency.

### **SECTION 3 SCOPE OF WORK**

The scope of services will be performed as requested by the Airport at various times throughout the duration of our partnership. The scope of services will include but is not limited to the following:

- A. Marketing Plan Development
- An overview of the Airport's current identity and position in the local community.
  - Target audiences, the message to be communicated, and measurable goals to be achieved within the specified timeframe.
  - Assist in the development of digital and traditional media strategies.
- B. Advertising and Marketing Services

- Develop data-driven strategic traditional and digital campaigns in collaboration with DAA to reach the target market accurately.
  - Develop programs and strategies in collaboration with the DAA to ensure effective, accurate and consistent communication with community stakeholders, tenants, users, industry partners, employees and others.
  - Assist with special events and promotions planning and coordination.
  - Conduct opinion polling and market surveys.
- C. Creative Development
- Assist in writing copy, blog posts, articles, and press releases on a variety of Airport events, projects, and activities.
  - Provide creative development of collateral pieces, such as newsletters, annual reports, or similar written compilations, as directed by the Authority.
  - Develop traditional and digital advertisements as directed by the Authority.
- D. Social Media Services
- Assist with promoting the DAA's social media presence, maximizing influence and reach.
  - Coordinate scheduling and posting of organic social content.
  - Assist with generating and maintaining content for DAA social media accounts to engage with the public.
  - Provide analytics and opportunities for improvement.
- E. Website Maintenance and Content Management
- Manage website design including graphics, layout, navigation and media integration.
  - Host, develop and maintain content.
  - Provide analytics related to traffic of website pages and other hosted digital media with benchmarks and recommendations for optimizing relevant content.
  - Provide technical and regulatory management and updates for the Airport's website.
- F. Campaign Management and Reporting
- Manage, monitor, and adjust campaigns to ensure target audiences are being reached.
  - Track campaigns, provide analytics and recommend opportunities for improvement based on data collected.

## **SECTION 4 EVALUATION CRITERIA**

All qualification statements shall be limited to 60 single-sided pages (or 30 double-sided pages). Statements submitted by the established deadline will be evaluated based on the following criteria.

Qualifications and competence of the firm.	15%	Provide agency biography and history of the agency.
Experience of the firm and its employees in the type of service being sought.	20%	List recent experience and ability to meet timelines/schedules for similarly situated clients. Include example projects.
Capability of the firm to perform the service desired within an acceptable time frame.	20%	List key project personnel's professional background, experience, and workload.
Firm's familiarity with and proximity to the geographic location of the projects.	15%	Indicate office location(s) where work will be performed and familiarity with DLH and DYT.
Creative ability of the agency.	30%	Clearly demonstrate the creative capabilities of the agency, relating to the development of marketing strategies to achieve desired strategic goals.

Following the submittal, the Statement of Qualifications will be reviewed and evaluated. Based on written submissions in response to this RFQ, the DAA will rank the firms in each criterion that it feels are most qualified to provide the requested services. **At its sole discretion, the DAA may interview up to 3 top-ranked proposers, or make its final selection based entirely upon the written response to the RFQ.** If the DAA elects to invite an agency or agencies, to make a personal presentation, a minimum of two weeks will be allowed for the preparation of the presentation.

**SECTION 5  
MANDATORY DISCLOSURES**

By submitting a proposal, each Bidder understands, represents, and acknowledges that:

- A. Their proposal has been developed by the proposer independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.

- B. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or has been, employed and which may be affected.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

1. Minnesota Department of Human Rights Affirmative Action Certification:

- A. Under MN Statute §473.144, DAA may not accept any bid or proposal for a contract or execute a contract for goods or services in excess of \$100,000 with any business having more than forty (40) full-time employees within Minnesota on a single working day during the previous twelve (12) months, unless the agency or business has an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals that has been approved by the Commissioner of the Minnesota Department of Human Rights. Further, DAA may not accept any bid or proposal for a contract or execute a contract for goods or services in excess of \$100,000 with any business having more than forty (40) full-time employees on a single working day during the previous twelve (12) months in the state where the business has its primary place of business, unless the business has a certificate of compliance issued by the Commissioner of the State of Minnesota Department of Human Rights or the business certifies to DAA that it is in compliance with federal affirmative action requirements. Each agency submitting a proposal must transmit documentation indicating the agency's compliance or exemption from the above requirements.

2. Minnesota Government Data Practices Act

- B. Data supplied in response to this RFQ by businesses, agencies and individuals is governed by the Minnesota Government Data Practices Act in that:
  - 1. The information requested will be used to evaluate each proposer's qualifications.
  - 2. The proposer is not legally required to supply this information; however, failure to supply the information requested may result in that SOQ receiving lesser consideration and a determination by DAA that the SOQ is non-responsive.
  - 3. The public is authorized to receive information that is not classified by law as private, confidential, or non-public data. The proposer is responsible for clearly identifying any data classified by law as private, confidential or non-public data and providing the specific basis for the classification when the data is submitted to DAA.

The DAA reserves the right to reject any and all Statement of Qualifications or to re-advertise for additional Statement of Qualifications.

**Duluth Airport Authority**

MAY 25, 2023



**MARKETING AND  
ADVERTISING SERVICES  
STATEMENT OF  
QUALIFICATIONS**





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## COVER LETTER

Actionable strategic insight. That's what you can expect when engaging Giant Voices, LLC (Giant Voices). We are excited at the opportunity to help elevate the Duluth Airport Authority (DAA), Duluth International Airport (DLH) and Sky Harbor Airport (DYT) with strategic marketing and advertising services.

Giant Voices is a strategic marketing agency leveraging more than 55 years of leadership in business, sales and advertising with traditional and cutting-edge digital marketing expertise to generate giant results. Our team is also extremely experienced in regional economic development dynamics - our principals have worked in the industry in some form or fashion for a combined 45 years.

To get started, the Giant Voices team leads each client engagement with a strategic approach. Our process begins with a comprehensive assessment of our client's goals and the primary concerns of key target audiences. From there, we tap into our creativity to drive compelling results.

Giant Voices is pleased to present a statement of qualifications for the following scopes of work:

- Marketing plan development
- Advertising and marketing services
- Creative development
- Social media services
- Website maintenance and content management
- Campaign management, metrics and reporting

With Giant Voices as your strategic marketing partner, you will have an unparalleled team of marketing strategists, creatives and digital experts working in constant pursuit of your goals.

After reviewing our proposal, please allow us an opportunity to clarify any questions you may have regarding our experience and approach.

Thank you for your consideration.

Sincerely,

**Lisa Bodine**  
**President + Partner**  
**Giant Voices**  
**212 West Superior Street**  
**Duluth, MN 55802**



# EXECUTIVE SUMMARY

## CREATIVE BACKED BY STRATEGY

Giant Voices leads with strategy—it's the underlying secret to the success of our work. By first grounding marketing and advertising strategies with compelling data and our industry knowledge, our creative drives results by blending aesthetic appeal, powerful content and clear calls to action.

Our team has been elevating business in northeast Minnesota (and beyond) for more than 25 years. We are passionate about economic development, and we know that the region is strongest when we drive cross-industrial success. Having a richly diverse economy hinges on growth in all industries.

The DAA is truly part of our economic core. Having a high-quality, trusted aviation center in the region creates endless opportunities for business, tourism and the general community. DAA, DLH and DYT are critical components of life in northern Minnesota, and Giant Voices would be honored to help tell your story.

## OUR APPROACH

### VISION SHARING™

Our proprietary *Vision Sharing*™ process aligns team members on the purpose and goals of our work together. This tried-and-tested process is the first step in producing Giant results. The upfront research and legwork set the right foundation for creative exploration, allowing us to deliver the quality and attention to detail each project deserves. We tap senior Giants' expertise and fresh Giants' new perspectives to develop brands that speak powerfully for our clients. Discussion topics may include:

- Goal setting, measurement metrics and strategy
- Current state vs. desired state
- Opportunities assessment
- Target audiences
- Current and potential roadblocks
- Project timeline



## MARKETING STRATEGY DEVELOPMENT

Using results and insights gleaned from the *Vision Sharing*™ session, Giant Voices will create an overarching marketing strategy that details strategic, tactical and creative next steps designed to achieve the DAA's marketing and communication ambitions. Our marketing plan may include strategy and recommendations for:

- Branding
- Content strategy
- Target audience persona development
- Economic Impact Study commissioning and dissemination
- Website development
- Traditional and digital advertising
- Social media
- Public relations and community engagement
- Collateral development

## CREATIVE EXECUTION

With approval on our strategic marketing plan, the Giant Voices team will begin building out creative assets. The Giants shine in taking complex economic impact insights and transforming them into powerful content and visuals that tell compelling stories and increase awareness of and affinity for your brand.

We feel Giant Voices is uniquely positioned to support the DAA's marketing and advertising ambitions for the next five years and beyond. Much of our existing client work has deep roots in economic development, and we bring aviation-specific market research expertise to the table. We look forward to discussing our process and capabilities further with the DAA.



## AGENCY AND TEAM HISTORY

### STAND ON THE SHOULDERS OF GIANTS

Giant Voices is a nationally recognized, full-service marketing agency providing powerful strategic and creative services that drive impressive results for clients. We are driven to help our clients create market-leading brands and maximize their revenue potential. We've worked in all industries and have strong experience across B2C and B2B market segments.

Giant Voices is owned and led by Pascha Apter, CEO; Lisa Bodine, President and Jena Mertz, Director of Operations. Together, we bring more than 55 years of combined strategic marketing, advertising and sales leadership experience to the organization.

We believe the aviation sector directly supports regional success by offering reliable, easy access by air for the general public, business leaders, site selectors, visitors, general aviators and more.

### AGENCY OVERVIEW

- 100% women-owned and managed
- Founded in 1989
- Client retention average: 11 years
- Agency office locations: Duluth, MN; Scottsdale, AZ
- Firm size: 23 FTEs
  - Account leadership: 8
  - Creative content and design: 6
  - Website development: 3
  - Digital advertising and lead nurture: 3
  - Administration: 3
- Giant Voices also retains 7 talented contractors in the disciplines of videography, coding, content development and digital marketing.
- Giant Voices also retains up to 3 interns at any given time.

### COMPANY VALUES

**AMBITION** PASSION  
**CREATIVITY** **EXCELLENCE**  
**HUSTLE**



Giant Voices

# YOUR INTEGRATED MARKETING TEAM





# SERVICES

## WE ARE A FULL-SERVICE EXTENSION OF YOUR TEAM

Working with Giant Voices is a full-service experience. We select the ideal team for each project, and we work collaboratively across our entire organization to deliver work that meets our highest standards.

We take a hands-on, data-driven, collaborative approach to strategic marketing, involving a hand-selected team of Giants with the experience, technical skills and creativity to amplify brands with campaigns that stand out in the marketplace.

OUR SERVICES		
CREATIVE	STRATEGIC	WEB DEVELOPMENT
<ul style="list-style-type: none"> <li>• Naming</li> <li>• Branding</li> <li>• Advertising campaign development                             <ul style="list-style-type: none"> <li>• Traditional</li> <li>• Digital</li> <li>• Out-of-home</li> <li>• Audio</li> <li>• Video</li> </ul> </li> <li>• Sales collateral development</li> <li>• Content strategy</li> <li>• Copywriting</li> <li>• Graphic design</li> <li>• Social media asset development</li> <li>• Photography, video and animated creative asset development</li> </ul>	<ul style="list-style-type: none"> <li>• Ambition planning</li> <li>• Company culture development</li> <li>• Market research and surveying</li> <li>• Sales funnel development</li> <li>• Promotional offer development</li> <li>• Traditional and digital advertising</li> <li>• Campaign measurement, optimization and reporting</li> <li>• Lead generation strategy</li> <li>• Media planning and buying</li> <li>• Public relations</li> </ul>	<ul style="list-style-type: none"> <li>• User experience planning</li> <li>• Website design</li> <li>• Website content strategy</li> <li>• Copywriting</li> <li>• Website development</li> <li>• Web app development</li> <li>• SEO optimization and management</li> </ul>



## EXPERIENCE

Giant Voices is a strategic marketing agency designed for ambitious business leaders and fueled by a passionate, creative and strategic team. We care about our clients' business growth as much as our own because we approach each engagement as strategic partners—and we know that real growth happens when our clients trust us to get the job done right.

Our firm has transformed alongside the industry over the past decade, and we're proud of our team's dedication to delivering excellent results in every facet of work. We're pleased to share our experience and capabilities with the DAA.

## DATA-DRIVEN STRATEGIC MARKETING PLANS

Giant Voices uses data and industry insight to inform each of our strategic marketing plans. Using client-sourced data or market research conducted by the Giant Voices team, we select a mix of marketing and advertising strategies and tactics designed to help our clients achieve their ambitions.

## DIGITAL MARKETING

The world of digital marketing is growing at an exponential rate. Because of its ever-evolving nature, Giant Voices approaches digital marketing with an *always-learning* mindset. To date, we've helped clients drive impressive results with digital advertising, search engine marketing, media integrations, paid and organic social media strategies, email marketing and more.

## VIDEO, PRINT, AUDIO, OUT-OF-HOME

Perhaps the most exciting and powerful aspect of our job as strategic marketers is transforming the data and insight we've gathered into impactful, actionable campaigns. It's not just about the creative. It's not just about the strategy. It's about blending both clear, concise content and stunning visuals to tell our clients' stories.



# INVOLTA

Involta is an award-winning provider of data center and managed IT services. Involta operates in a highly competitive market space with a lengthy sales cycle. Since 2010, Giant Voices has been Involta's strategic marketing partner, executing a variety of strategic and tactical initiatives as the company grew from one market to 15.

With insights garnered from historical campaign data, industry reports and the client's growing knowledge base, we have helped Involta increase brand awareness in new markets and activate B2B clients' interest in increasing IT security. The plan below was developed to push Involta's next-generation Disaster Recovery as a Service (DRaaS+) product launch.

## KEY CAMPAIGN MESSAGE:

- The right level of DRaaS+ for your business

## CLIENT SERVICES PROVIDED:

- Lead generation and lead nurturing
- Email marketing
- Website content
- Digital advertising
- Social media marketing and advertising
- Sales touchpoint strategy
- Graphic design
- Content creation
- Public relations
- Event planning and support

## CAMPAIGN GOALS:

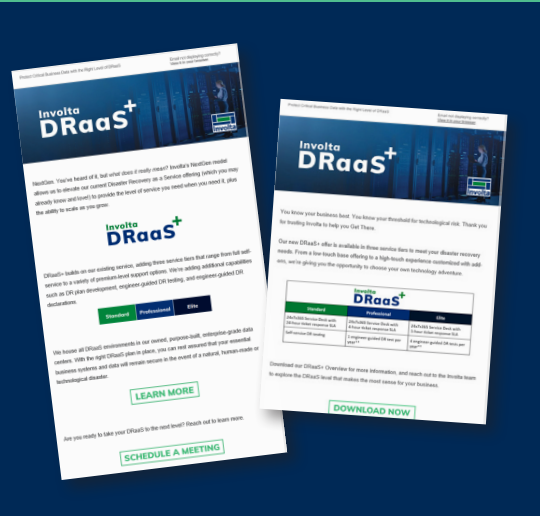
- Generate interest in DRaaS+ services
- Position Involta as a DRaaS leader
- Increase media impressions to qualified targets

## KEY METRICS:

- \$44,000 increase in monthly recurring revenue in 4 months
- 11x return on investment

## TARGET AUDIENCES:

- Mid-market enterprise company CXO (CIO, CTO, CISO, CFO)
- Regulated industries (manufacturing, healthcare, finance)



# API NATIONAL SCAFFOLD

APi Group is a global, market-leading business services provider of safety and specialty services in over 500 locations worldwide. APi Construction is where it all began, over 70 years ago. When APi Construction planned to dedicate resources to a focused scaffold division, they realized a strategic marketing push was essential and partnered with Giant Voices to help achieve their ambitions.

Giant Voices helped promote APi National Scaffold as the only U.S.-based provider of design, rental and sale for the Swedish MonZon PROTECT IT™ weather protection system. We developed a comprehensive marketing strategy that included email and direct mail campaigns, social media, print and digital advertising. Giant Voices has also helped APi National Scaffold with market expansion efforts across the U.S., including a targeted digital ad campaign designed to drive local brand awareness in a new market, Milwaukee, WI.

### KEY CAMPAIGN MESSAGE:

- Get PROTECT IT™

### CAMPAIGN GOALS:

- Promote APi National Scaffold as the only U.S. provider of PROTECT IT™
- Increase awareness of and affinity for the brand
- Introduce PROTECT IT™ in new, national markets
- Drive prospects to contact APi National Scaffold

### TARGET AUDIENCES:

- General contractors
- Construction project managers
- Facilities managers
- Building owners
- Scaffold companies

### CLIENT SERVICES PROVIDED:

- Lead generation campaign development and management
- Content creation
- Graphic design
- Email marketing
- Website content
- Digital advertising
- Traditional advertising
- Social media marketing
- Graphic design
- Content creation



## VISIT COOK COUNTY

Visit Cook County is a destination marketing organization overseeing the marketing efforts for four distinct communities in northeastern Minnesota. As a full-service marketing partner, Giant Voices manages all of the seasonal and event marketing for Minnesota's third-largest tourism organization. Over the past several years, the Giant Voices team has supported Visit Cook County with a variety of traditional, digital and out-of-home advertising, media integration, website development, lead generation, video production and strategic marketing plan development work.

Our recent growth market campaign was developed to reach new audiences and combined beautiful imagery and inspiring content with a comprehensive media strategy. Giant Voices helped Visit Cook County identify new markets with great potential for growth and interest in planning a vacation in Cook County.

### KEY CAMPAIGN MESSAGE:

- Experience Storm Season
- Experience Starry Sky Season
- Ready. Set. Travel!

### CLIENT SERVICES PROVIDED:

- Digital advertising
  - Programmatic ads
  - Google ads
- Paid social media
- Print advertising
- Out-of-home
- Video
- Graphic design
- Content creation
- Web content creation
- Website development

### CAMPAIGN GOALS:

- Test potential growth markets across the Midwest

### TARGET AUDIENCES:

- Adults 22-65+
- Frequent travelers
- Located in Milwaukee, Madison and La Crosse-Eau Claire, WI, Des Moines, IA, Rochester and Moorhead, MN, Sioux Falls, SD, Fargo, ND and Thunder Bay, ON



# CLIENT PORTFOLIO





# STATEMENT OF QUALIFICATIONS

## MARKETING PLAN DEVELOPMENT

Giant Voices grounds every client engagement with a carefully-crafted strategic marketing plan. Using insights gained during our proprietary *Vision Sharing*™ process, our plans include the right mix of marketing, advertising and public relations strategies—plus creative and tactical next steps— required to achieve our client’s ambitions. We also provide comprehensive metrics and reporting documentation.

Depending on the specific needs of the client, our marketing plans could include:

### Branding

- Brand strategy
- Logo development/refinement
- Mission, vision and values statements
- Brand positioning statements
- Target audience persona development
- Message house creation

### Public Relations

- Content strategy and creation
- Media relations
- Crisis communications
- Market surveys and opinion polling

### Traditional and Digital Advertising

- Content strategy and creation
- Graphic design
- Vendor management

### Marketing

- Content strategy and creation
- Graphic design
- Lead generation/lead nurturing
- Digital marketing

### Social Media

- Content strategy and creation (organic and paid)
- Graphic design
- Execution
- Network management

### Website Development

- Website strategy and planning
- Sitemap creation
- Content creation
- Search engine optimization
- Graphic design
- Development
- Ongoing management and maintenance

## ADVERTISING AND MARKETING SERVICES

Over Giant Voices' 10+ years in business, we've helped our clients execute powerful marketing and advertising campaigns in a wide variety of industries. From multifaceted campaigns that blend traditional, digital and out-of-home elements for Visit Cook County to sophisticated media integration strategies for Think Wood, our team has built our expertise collaboratively and strategically.

### Traditional and Digital Marketing

**BARKO**  
**NEW YORK SUSTAINABLE BUILDING & DECARBONIZATION SEMINARS**  
 APRIL 6, 2023  
 HOSTED BY WB ENGINEERS + CONSULTANTS  
**MERCHANDISING LOADERS**  
 TRUCKS • TRAILERS • TRACKED • CARRIERS • STATIONARY  
**WHEELED TRACTORS**  
 MULCHING • SOIL STABILIZERS • STUMP GRINDERS • SWEEPERS  
 Contact Quality Equipment for More Information  
**Quality Equipment** (386) 754-6186 | www.qopusa.com

### Community Relations

**ENBRIDGE'S LINE 3 Replacement Project: An Investment in Minnesota**  
 ENBRIDGE HAS INVESTED MORE THAN \$4.5 BILLION IN THE LINE 3 REPLACEMENT PROJECT TO DATE - INCLUDING MORE THAN \$2.5 BILLION SPENT IN THE 16-COUNTY PROJECT AREA.  
**LINE 3 HAS SUPPORTED 80,000 JOBS FOR 7 YEARS**  
**Beyond Initial Projections**  
**Safe, Reliable Transport of Natural Resources**  
**APEX**  
**APEX STUDY SHOWS ENBRIDGE'S LINE 3 REPLACEMENT PROJECT CONTRIBUTED \$1.7 BILLION IN ECONOMIC IMPACT**

Category	2019-2023 (est.)	2021-23 (est.)
Construction	19,800	64,800
Manufacturing	11,500	42,800
Professional Services	11,000	43,200
Other	12,200	15,200
<b>Total</b>	<b>54,500</b>	<b>166,000</b>

### Special Events and Promotions Planning and Coordination

**WELCOME INVOLTA**  
 INVOLTA SKO 2022  
**TRANSFORM**  
 TRANSFORMATION AT THE EDGE

### Opinion Polling and Market Surveys

**BRAND AUDIT**  
 Cross-analysis and recommendations  
**COFFPUBLIC**  
**How do you feel about the MAC Logo?**  
 Positive: **15.37%**  
 Negative: **58.96%**  
 Neutral: **26.67%**  
**The general public confuses the MSP Airport acronym with other regional organizations.**  
**Yes: 57.58%**  
**No: 44.42%**



## CREATIVE DEVELOPMENT

Giant Voices has a talented creative team that approaches each project with a strategic mindset. We understand creative supports overall marketing goals and business ambitions, and we write, design and develop with an eye on the entire picture. Our creative process begins with a comprehensive brief outlining the goals of each project. Next, our content creators draft powerful, persuasive content that our design team takes to the next level with sophisticated graphic design. From start to finish, we work collaboratively internally and with our clients to deliver exceptional results.

### Content Creation and Copywriting

**MINING MINNESOTA**  
RESPONSIBLE DEVELOPMENT OF NATURAL RESOURCES

**ADVANCING A SUSTAINABLE FUTURE**

**WHO IS MINING MINNESOTA?**  
The world is changing, and the demand for reliable, renewable energy infrastructure continues to grow. Minnesota has a wealth of natural resources. We facilitate constructive, collaborative dialogue about climate change, clean energy and mining's role in building our nation's future. Minnesota is positioned to lead the nation in responsible industrial development, and Mining Minnesota members are ready to support that effort from the base of the supply chain.

**OUR MISSION**  
To benefit our communities and advance a sustainable future through responsible mining, processing, and domestic supply chain utilization of our mineral resources.

**PROUDLY SUPPORTING**

**TWIN METALS** | **NEW RANGE** | **TALSON**

**ABUNDANT SOURCES**

**THE ENERGY SUPPLY CHAIN**

**JOHNSON MERTZ**  
QUALITY APPLIANCE CENTER

### Advertising

**CHEF IN TRAINING**

**FAMILY TIME**

**JOHNSON MERTZ**  
QUALITY APPLIANCE CENTER

**0% APR**  
FOR 12 MONTHS

**4258 HAINES ROAD | DULUTH, MN**

### Graphic Design

**SLB**  
2022 ANNUAL REPORT

**EXPANDING DEMAND FOR SOFTWOOD LUMBER WITH EDUCATION, INSPIRATION, AND FACILITATION**

**GROWING DEMAND**  
CREATING OPPORTUNITIES TO INCREASE LUMBER USE IN CONSTRUCTION

**IN 2022, THE SLB:**

- Generated **2 BILLION BOARD FEET** (BBF) of incremental demand
- Generated an average of **84 BF** of incremental demand per 100 employees
- Produced a carbon benefit of **29 MILLION METRIC TONS** of stored and avoided CO<sub>2</sub>

**SINCE 2012, THE SLB:**

- Generated **113 BF** of incremental demand for study 15 members
- Generated **\$11.8 BBF** in incremental revenue with 12.6 employees
- Generated **\$45.58** in incremental revenue per employee

**100%** of incremental revenue is reinvested in the wood industry

**19 STATES** where the SLB is active

**512** SITES OPERATED by SLB members

**48** EMPLOYEES per site

**465** MILLION BOARD FEET COMPLETED in 2022

**74%** OF INCREMENTAL REVENUE IS REINVESTED IN THE WOOD INDUSTRY

**5,288 COURSES** provided by SLB members

**50,000** EMPLOYEES in the wood industry

**REIMAGINE YOUR KITCHEN WITH**

**JOHNSON MERTZ**  
QUALITY APPLIANCE CENTER

**4258 HAINES RD | DULUTH, MN**



Giant Voices

## SOCIAL MEDIA SERVICES

Social media is crucial for long-term success and exposure. With billions of users on channels like Facebook, Instagram, LinkedIn, TikTok, Twitter and more, there is unlimited potential to connect with your target audience and reach your brand goals. Through strategic social media marketing and management, Giant Voices helps businesses build a meaningful social media presence to amplify brand awareness and authority, create new opportunities for growth and help achieve their bottom line. Our social media services include content creation, graphic design, scheduling, network management and analytics/reporting.

### Organic and Paid Social Media

**Carlton County, MN - Government**  
Sponsored · Paid for by CARLTON, COUNTY OF · 📍  
Don't keep your child on the sidelines. Ensure they can play sports safely and participate in group activities by getting them [...See more](#)

**Carlton County, MN - Government**  
Sponsored · Paid for by CARLTON, COUNTY OF · 📍  
In-person education is a fundamental right and essential to the success of our children. Protect your children and help them [...See more](#)

**Involta LLC**  
Published by Hootsuite · 📍 · 1h · 📍  
In need of reliable, secure #Colocation services in the Minnesota edge market? Choose Involta's cutting-edge Duluth data center. Our concurrently maintainable, 3rd generation, 26,000+ square foot facility provides clients with secure data storage and a network of technical support...And we have cage and private suite space available! Interested? We had a feeling you would be. Request a tour of our Duluth facility today—our #PeopleWhoDeliver are excited to hear from you!... [See more](#)

**DULUTH, MN**  
CAGE AND PRIVATE SUITE SPACE AVAILABLE

**Involta LLC**  
Published by Hootsuite · 📍 · 6d · 📍  
Too often, businesses are caught off-guard by attacks on their network or cloud applications, unable to detect and respond effectively to protect their critical data. That's where Involta comes in. Our security testing team takes a close look at your IT environment to identify and resolve vulnerabilities before bad actors have a chance to infiltrate. IT security is at the core of EVERYTHING we do. Move forward on your digital transformation journey with confidence—Involta!... [See more](#)

**APEX Area Partnership for Economic Expansion**  
Published by Hootsuite · 📍 · May 18 at 9:04 PM · 📍  
APEX co-hosted an Insider Event with an exclusive tour of Essentia Health's nearly-completed St. Mary's Medical Center in Duluth, MN. The 942,000-square-foot facility will replace the aging St. Mary's Medical Center, founded in 1923. The project included renovations on existing buildings on Essentia's downtown Duluth campus to accommodate an 18-story hospital bed tower and an adjacent 8-story clinic. With more space to accommodate advancing medical technology, the St. Ma... [See more](#)

**APEX Area Partnership for Economic Expansion**  
Published by Hootsuite · 📍 · May 8 at 4:33 PM · 📍  
Yesterday, APEX hosted its bi-monthly board and investor member meeting at Pier 8 Resort Hotel, where Dr. Robert W. Stamer, Director at the University of Minnesota Duluth's UMD world dedicated to the scientific study of all the large lakes on earth. We stepped aboard the Blue Heron, LLO's research vessel, and learned about the scientific research happening on the Lake Superior and the sign... [See more](#)

**Don't wait until after a critical data breach to assess your security posture...**

**Preemptively uncover and resolve vulnerabilities with Involta's Security Testing Services.**

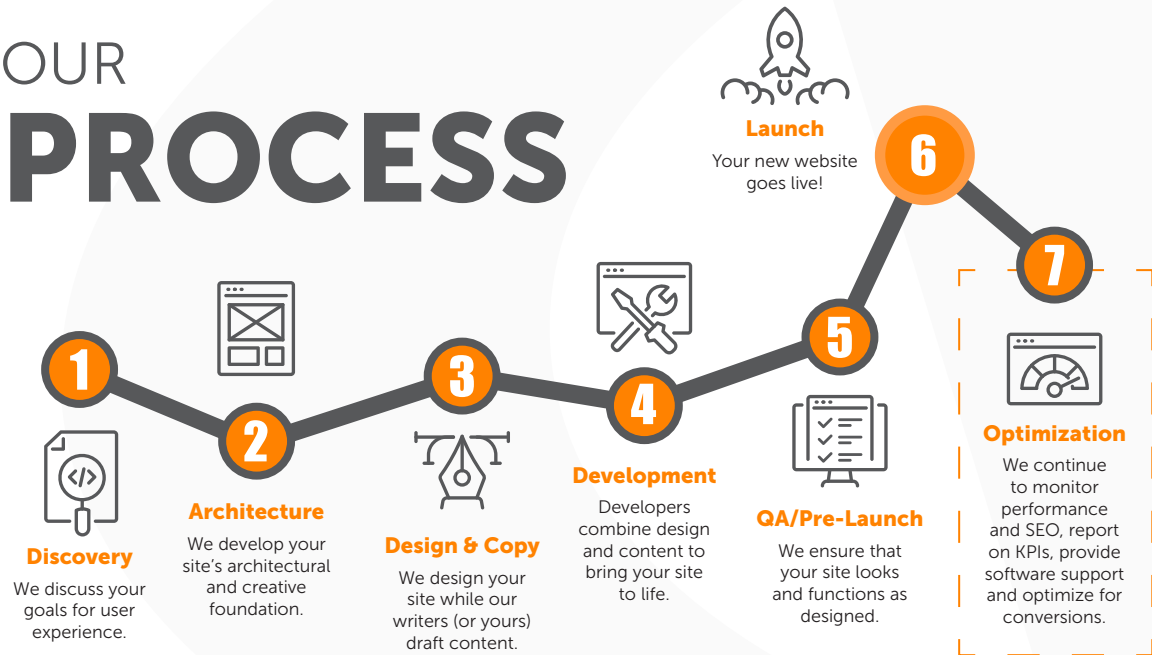




## WEBSITE MAINTENANCE AND CONTENT MANAGEMENT

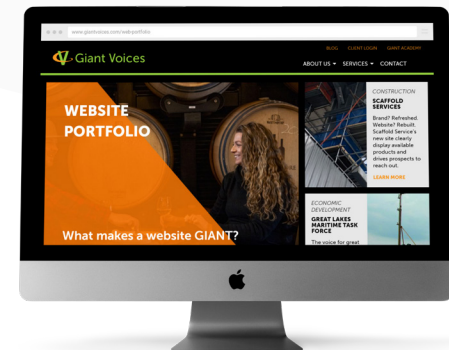
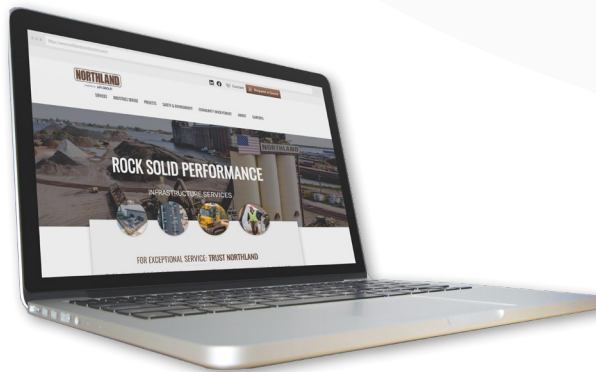
Your web presence is often a prospect's first interaction with your brand—make it count with a curated user experience designed to both impress and convert visitors into leads. The Giant Voices website development team works closely with our clients to rethink websites from an end-user perspective, pairing intuitive functionality, streamlined navigation and stunning design to create powerful websites. Modern, mobile-responsive websites are functional parts of a marketing team, elevating lead nurture strategies, sales, branding, recruiting and customer service.

# OUR PROCESS



View this project at [NorthlandConstructors.com](http://NorthlandConstructors.com).

For a comprehensive look at our website development work, please view our Web Portfolio at [www.giantvoices.com/web-portfolio](http://www.giantvoices.com/web-portfolio).



Giant Voices



## CAMPAIGN MANAGEMENT, METRICS AND REPORTING

Giant Voices believes that successful strategic marketing must be measured. We work closely with our clients to define appropriate performance measures and we compile, share, and review comprehensive reports with our clients to ensure our efforts continue to exceed expectations. We leverage several tools to demonstrate effectiveness, including the Google business suite and several CRM and reporting platforms.

### Metrics and Reporting

#### BOOKED VS. DELIVERED IMPRESSIONS

Tactic ^	Impressions	Impressions Estimate	Bonus Impression	Clicks	Clicks Estimate	Bonus Clicks
Display (Forum)	300,002	300,000	2	105	100	5
Display (Hearst)	1,792,743	1,504,165	288,578	549	500	49
Emailers (MediaOne)	180,000	180,000	0	3,038	2,500	538
Google (GV)	13,989,572	0	13,989,572	79,163	0	79,163
Paid Social Media	5,621,109	3,000,000	2,621,109	43,267	35,000	8,267
Programmatic (Drako)	52,948,595	50,883,333	2,065,262	65,094	59,472	5,622
Total	74,832,021	55,867,498	18,964,523	191,216	97,572	93,644

#### GOOGLE ADS | CLICKS AND IMPRESSIONS BY LOCATION

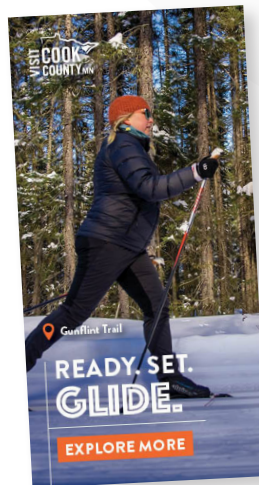
Region	Clicks v	Impressions
Wisconsin	35,183	5,489,909
Iowa	21,962	4,573,997
Minnesota	11,007	2,051,697
North Dakota	5,100	528,229
South Dakota	4,901	1,128,233

#### Overall Performance

Programmatic boasted a lifetime CTR of 0.123%, outperforming industry benchmark of 0.08%  
 Google Display boasted a CTR of 0.49%, outperforming industry benchmark of 0.47%  
 Google Search boasted a CTR of 11.01%, outperforming industry benchmark of 1.91%  
 Lodging pageviews were up 704% YoY during this campaign, page sessions up 2,000% YoY  
 Dark Sky Flight out-performed all other flights in Google Search, garnering 22.7% average CTR

Based on reach, clicks and CTR, Milwaukee, Des Moines and Fargo were the top-performing markets.

Booked versus delivered impressions and clicks...  
**132% over delivery of impressions (18M+)**  
**196% over delivery of clicks (94,000+)**





The Giant Voices team is ambitious – not only individually, but for our clients. Driven by passion and excellence for Giant Clients and a thriving business region, our team is well-positioned to maximize opportunities to attract and convert audiences for the Duluth Airport Authority.

Giant Voices believes we are the right team to execute your marketing strategy in 2023 and beyond.

We are confident our current client mix enhances our ability to elevate marketing and advertising strategies for the Duluth Airport Authority, Duluth International Airport and Sky Harbor Airport. We do not assess that any client conflicts exist at this time.

By engaging Giant Voices as your integrated marketing partner, you will gain full transparency and accountability for marketing activities with one firm. Combined with your strategic leadership and industry knowledge, we can collectively raise the communications bar for the regional aviation community.

Thank you again for your consideration.

*Sincerely,*

A handwritten signature in black ink, appearing to read 'Lisa Bodine', with a stylized flourish at the end.

**Lisa Bodine**  
*President and Partner*  
*Giant Voices*  
212 West Superior Street  
Duluth, MN 55802

## VII - B

### Resolution to Approve Advertising Agreement between the Duluth Airport Authority and the University of Minnesota Duluth

#### ***Terms:***

- Length of Agreement – 2 years

#### ***Overview***

- \$3,250 annually
- UMD will continue to sponsor the space on either side of the exit corridor from the secured side to land side of the terminal as shown in Exhibit A of the agreement.

**DULUTH INTERNATIONAL AIRPORT  
LICENSE AGREEMENT FOR THE DISPLAY OF  
UMD ATHLETICS ADVERTISING**

PARTIES TO THIS AGREEMENT ARE the DULUTH AIRPORT AUTHORITY, the governmental authority organized and existing under the Laws of Minnesota, 1969, Chapter 577, hereafter referred to as “Authority”, and UMD Athletics.

THE PARTIES ACKNOWLEDGE THE FOLLOWING:

1. The Authority is the operator of the Duluth International Airport (hereinafter “Airport”), including its passenger terminal facility (hereinafter “Terminal”) located in the City of Duluth, St. Louis County, State of Minnesota and is in the business of promoting and managing aviation activity at the Airport; and
2. UMD Athletics desires to advertise its products or services within the Terminal; and
3. DAA desires to have UMD Athletics and to provide a presence in the Terminal as described in more detail herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

This License Agreement (the “Agreement”) is entered into September 1, 2023, between Duluth Airport Authority (“DAA”) and UMD Athletics (“Advertiser”).

**SECTION 1  
DEFINITIONS**

- A. Airport shall mean the Duluth International Airport located in the City of Duluth, County of St. Louis, State of Minnesota.
- B. Terminal is the commercial passenger terminal located at the Duluth International Airport with a street address of 4701 Grinden Drive, Duluth, MN 55811
- C. Consent or Approval of Authority and of Executive Director: where this Agreement calls for the consent or approval of the Authority, the same shall be in the form of a resolution approved by the Authority as provided by law; where the consent or approval of the Executive Director is required, the same shall be evidenced by a written document dated and signed by him or her or by a person designated by him to sign such document.
- D. Sponsored Space shall refer to the approved branded areas for exclusive use as further described in Section 3 below, and shown on Exhibit A.

**SECTION 2  
TERM**

Notwithstanding the date of this Agreement, the Term of this Agreement shall be deemed to commence on June 1, 2023, and will continue through August 31<sup>st</sup>, 2025, unless earlier terminated as set forth herein.

**SECTION 3  
LICENSE**

- A. DAA hereby grants to the Advertiser a limited, non-transferable license in the area of the Terminal identified on the attached Exhibit A (the "Licensed Space"). The Licensed Space shall be used solely for the purpose of displaying the Advertiser's advertisement. Advertiser takes the Licensed Space in an "as is" condition without representations or warranties of any kind, and DAA shall not be obligated to make any alterations or improvements on or to the Licensed Space.
- B. Taxes, Assessments and License Fees. The Advertiser shall be liable for the payment of all taxes, assessments, license fees or other charges that may be levied or assessed during the term of this Agreement arising in any manner out of this Agreement, charged by any governmental agency and to provide evidence of the Advertiser shall fail or neglect to pay any of said taxes, assessments, license fees or other charges when the same become due, the DAA may pay the same, together with any cost or penalty which may be accrued thereon, and collect the entire amount so paid from the Advertiser, and the Advertiser hereby agrees to pay such entire amount due to the DAA upon demand therefor.

#### **SECTION 4 ADVERTISING SPECIFICATIONS**

- A. Advertiser shall provide the advertising content at its sole expense on a mutually agreeable form of media.
- B. Advertiser agrees that the advertising shall solely be used for the purpose of promoting Advertiser's products or services and shall not be used for any other purposes. Advertiser is responsible for all costs related to the design, concept, look and feel of the content used in the advertising. All advertising content is subject to the prior written approval of the DAA's Executive Director or designee (the "Executive Director").
- C. Advertiser shall be solely responsible for the installation and maintenance of the advertising media as set forth herein.
- D. Advertiser shall be responsible for the removal of the advertising media in a timely manner and restoration of the License Space as set forth herein upon a schedule as determined by DAA.
- E. Nothing herein shall restrict DAA in any way from selling advertising, ad space, sponsorships, or any other product or service to any third party on standard commercial terms in other locations, even if such third party is using such advertising, ad space, sponsorships, product or service for the solicitation or sale of products similar to or competitive with Advertiser.

#### **SECTION 5 LICENSE FEE**

In consideration for the rights and benefits granted to Advertiser pursuant to this Agreement, Advertiser shall pay to DAA an annual fee in the amount of \$3,250.00. (the "Fee") to be paid in advance of the first day of September of the years the contract is in effect, at the address set forth in Paragraph 21 below. The initial payment shall be due upon execution of this Agreement.

#### **SECTION 6 ADVERTISEMENT INSTALLATION**

The advertisement shall remain installed as it is currently. In the event the Advertiser wishes to update the graphic content, the Advertiser shall be responsible for the production and installation associated with the changed content, and the Advertiser shall pay the installation costs. The updated graphic is subject to the prior written approval of DAA's Executive Director or designee.

## **SECTION 7 MAINTENANCE**

Advertiser agrees to keep the Licensed Space including the advertisement in a clean, neat and orderly condition and in compliance with all laws and codes applicable to the Licensed Space. The Advertiser shall keep the advertisement operational, functional and/or stocked, as the case may be, during all Terminal hours other than as may be required for any repair, maintenance and/or restocking. In the event that the Advertiser shall fail to so maintain any portion of the said Licensed Space, the DAA shall have the right, but not the obligation, to itself perform or have performed said maintenance and to charge the Advertiser therefor, which charge the Advertiser shall promptly pay. Any damage occurring as a result of the DAA performing or having performed maintenance due to the Advertiser's failure to do so shall be the responsibility of the Advertiser and not that of the DAA.

## **SECTION 8 RESTRICTIONS ON ASSIGNMENT**

Except for the contracting or subcontracting of installation, the Advertiser shall not sell, assign, transfer, or convey this Agreement or any part thereof, or sell, assign, transfer, convey, share or sublet its use of the Licensed Space or any part thereof. Any attempt to sell, assign, transfer, convey, share or sublet this Agreement or the Licensed Space or any portion thereof in violation of this Paragraph shall constitute a breach of this Agreement.

## **SECTION 9 REPRESENTATIONS AND WARRANTIES**

Advertiser represents and warrants to DAA that:

- A. Advertiser owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names, as the case may be, used by Advertiser in its advertisement;
- B. Advertiser has full power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder;
- C. this Agreement has been duly authorized and approved by all necessary and proper corporate action on the part of Advertiser and is the valid, legally binding and enforceable obligation of Advertiser in accordance with its terms; and
- D. the execution, delivery and performance of this Agreement by Advertiser does not conflict with, violate or constitute a default under any of the terms, conditions or provisions of any contract or other instrument to which Advertiser is a party or by which Advertiser is or may be bound.

## **SECTION 10 INDEMNIFICATION**

The Advertiser agrees to defend, indemnify and hold harmless DAA and the City of Duluth (the "City") and their respective officers, agents, servants and employees from and against any and all losses, claims, actions, demands, liabilities, judgments, penalties, injunctive relief, injury to person(s) or property or the Licensed Space, costs, damages and expenses, including reasonable attorney's fees, by reason of any actual or alleged act or omission of Advertiser or Advertiser's officers, employees, agents, contractors, subcontractors or invitees in connection with or relating to (a) Advertiser's use or occupancy of the Licensed Space or the Terminal pursuant to this Agreement, (b) the display of Advertiser's advertising including any allegation that the use of any name, visual presentation or other material is illegal, unauthorized or damaging in any way to a person or entity, or (b) Advertiser's infringement of any intellectual property, including without limitation copyright, patent, or the unauthorized use of a registered trademark or service mark or other violations of property or proprietary rights, or the rights of privacy or publicity of any third party arising from, related to or in connection with this Agreement. Upon ten (10) days' written notice Advertiser shall appear and defend all claims and lawsuits against DAA and/or the City growing out of any such injuries or damages. Neither DAA nor the City waives their respective immunities under state or federal law.

## **SECTION 11 EXPIRATION**

Upon the expiration of this Agreement, the Advertiser's rights to use the Licensed Space shall cease and Advertiser shall, promptly and in good condition surrender the same to DAA. In the event that the Advertiser has in any way changed, altered or modified the Licensed Space, Advertiser agrees to return the same to the condition it was in at the time of the signing of this Agreement. In such event, an authorized representative of the Advertiser shall be available at all reasonable times to coordinate the advertisement removal and Licensed Space restoration. Alternatively, if agreed to by the Executive Director, the Advertiser shall pay DAA for the cost of returning the Licensed Space to said condition unless waived by the Executive Director in writing in which event any improvements or property which have become part of the realty shall become the property of DAA. Any improvements or property not part of the realty shall be removed within ten (10) days of expiration. Such improvements or property not removed may be removed by DAA, and Advertiser shall, immediately upon receipt of invoice, pay for the costs incurred therefor. In such event, all property shall be deemed to have been abandoned to the DAA and the Advertiser's right to possession shall cease.

## **SECTION 12 TERMINATION**

DAA shall have the right to terminate this Agreement upon breach by Advertiser of any of its representations, warranties, covenants or obligations under this Agreement, which breach has not been cured within ten (10) business days after receipt of notice specifying such breach. In the event of a termination by DAA pursuant to this Paragraph, Advertiser shall forfeit all Fees paid and shall further be responsible for payment of the remaining portion of the Fees due under this Agreement. Additionally, DAA shall have the immediate right to take possession of the Licensed Space. Upon five (5) day's written notice to the Advertiser, DAA may remove all property from the Licensed Space, and Advertiser shall, immediately upon receipt of invoice, pay for the costs incurred therefor. In such event, all property shall be deemed to have been abandoned to the



DAA and the Advertiser's right to possession shall cease. In addition, DAA shall have the right to pursue all other rights and remedies at law or in equity.

**SECTION 13  
NO THIRD-PARTY RIGHTS**

This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and no other person shall acquire or have any rights created hereunder.

**SECTION 14  
APPLICABLE LAW**

This Agreement, together with all of its articles, terms and provision, is made in the State of Minnesota and shall be construed and interpreted according to the laws of the State of Minnesota. The appropriate venue and jurisdiction for litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota. The parties to this Agreement waive any objections to the jurisdiction of these courts, whether based on convenience or otherwise.

**SECTION 15  
NOTICES**

All written notices and/or communications hereunder shall be sent by U.S. mail postage prepaid or personal delivery to the addresses indicated and shall be deemed delivered on the date received or refusal thereof.

Any notice provided for in this Agreement or otherwise to the Authority shall be sent to:

Duluth Airport Authority  
Attn: Director of Marketing &  
Communications  
4701 Grinden Drive  
Duluth, MN 55811

Any notice to the Lessee hereunder shall be sent to:

UMD Athletics  
Attn: Brian Nystrom  
170 SpHC, 1216 Ordean Court  
Duluth, MN 55812

**SECTION 16  
SEVERABILITY**

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or violate any applicable law, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

**SECTION 17  
WAIVER**

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision. In order to be effective, a waiver must be in writing.

**SECTION 18  
LIMITATION OF LIABILITY**

Liability of the DAA and the City shall be governed by the provisions of the Minnesota Municipal Limitation of Liability Statute, Minnesota Statute Section 466 et seq.

**SECTION 19  
AMENDMENTS**

Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

**SECTION 20  
ENTIRE AGREEMENT**

This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereto. No waiver consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. The Advertiser, by the signature below of its authorized representative, hereby acknowledges that the Advertiser has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

DATED: \_\_\_\_\_

DULUTH AIRPORT AUTHORITY

UMD ATHLETICS

By: \_\_\_\_\_

By: \_\_\_\_\_

President

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Secretary

Authorized Representative

**EXHIBIT A  
LICENSED SPACE**





## VII - C

### Resolution to Approve Advertising Partnership between the University of Minnesota Duluth Athletics and the Duluth Airport Authority

#### **Terms:**

- Length of Agreement- Backdated to begin July 1, 2023 – June 30, 2025
- Termination Summary - If a party defaults, this Agreement may be terminated by the non-defaulting party by giving thirty (30) days' written notice to the defaulting party.

#### **Overview**

- \$13,000 Due in 2023, \$13,500 Due in 2024
- UMD Hockey Dasher Boards (pair)
- UMD Athletics Digital Website Advertisement
- UMD Hockey Fan Giveaway or Promotional Opportunity
  - Create a co-branded fan giveaway for an away trip which includes flights or develop promotional plans to promote DLH opportunities and specials.
  - Includes digital promotion via social media, email and website.
- 2 Season Tickets + 2 Champions Lodge passes for Men's Hockey.



**University of Minnesota Duluth Athletics  
Bulldog Sponsorship Agreement**

**THIS AGREEMENT** is effective as of 7/1/23 by the Regents of the University of Minnesota, a Minnesota constitutional corporation, through the Department of Intercollegiate Athletics on the Duluth campus (“UMD”), with its offices located at 170 Sports and Health Center, 1216 Ordean Court, Duluth, Minnesota 55812, and the Sponsor name below.

I. Sponsor Information

<b>Legal Name:</b>	<b>Duluth Airport Authority</b>
<b>Contact:</b>	<b>Natalie Baker</b>
<b>Phone:</b>	<b>218-625-7768</b>
<b>Email:</b>	<b>nbaker@duluthairport.com</b>
<b>Address:</b>	<b>4701 Grinden Drive Duluth, MN 55811</b>

Trade Name or Mark(s) to be used: **Duluth Airport Authority**

**Duluth Airport Authority and UMD Athletics agree to review the partnership at the end of the year and mutually agree upon any corrections or changes to the partnership. Both parties may mutually agree upon an early termination date with a set early termination fee to be determined and agreed upon by both parties.**

II. Term.

The Term of this Agreement will commence on **7/1/2023** and end on **6/30/2025**.

III. Sponsorship and Amenities. UMD will provide the following to Sponsor:

A. Sponsor’s Name or Marks shall appear on the following:

Sponsorship Elements

**See Appendix A**

IV. Sponsor Fee. For the benefits described above:

<b>Cash paid to UMD, in 2023-24</b>	<b>\$13,000</b>	<b>Billed 10/1/23</b>	<b>Same Address as Above</b>
<b>Cash paid to UMD, in 2024-25</b>	<b>\$13,500</b>	<b>Billed 10/1/24</b>	<b>Same Address as Above</b>

Subject to the terms and conditions of UMD’s lease at the Duluth Entertainment and Convention Center (“DECC”) and on-campus during any UMD athletic events, unless specifically stated otherwise in this Agreement, Sponsor will provide to UMD in a timely fashion camera read or disk copy artwork (if UMD is not providing) and pay the cost of design and production of signs and advertising bearing Sponsor’s Name or Marks (if redesign is necessary).



V. Additional Provisions.

A. Assignment. This Agreement may not be assigned by Sponsor.

B. Governing Law. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. Any suit to enforce this Agreement shall be brought in St. Louis County, Minnesota.

C. Authority; Entire Agreement. Each party represents that it is duly authorized to enter into this Agreement. This Agreement, which includes the Terms and Conditions stated in Attachment A, is the complete and binding statement of the parties' agreement on the subject matter of this Agreement.

THIS AGREEMENT is executed by the parties on the dates indicated below.  
Regents of the University of Minnesota & UMD Athletics

By:

Name:

Title:

Date:

UMD Contact

Brian Nystrom

218-726-6725

[bnystrom@d.umn.edu](mailto:bnystrom@d.umn.edu)

SPONSOR

By:

Name:

Title:



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## **Attachment A**

**Terms and Conditions:** The following terms and conditions are part of the UMD Sponsorship Agreement:

### **1. Definitions.**

1.01 "Event" or "game" means a UMD home game or meet, but excludes NCAA or WCHA or NCHC or NSIC sponsored post-season competitions.

1.02 "Force Majeure Occurrence" means of an act or event beyond a party's reasonable control which prevents or materially impairs a party's ability to perform its material obligations under this Agreement. These include, but are not limited to, the NCAA by rule, regulation, penalty, or any other action prohibiting or otherwise materially restricting UMD's staging of an Event; an act of war (declared or undeclared); an insurrection; a strike; and destruction of or damage to a substantial portion of the Facilities.

1.03 "Facility" or "Facilities" means a facility or facilities identified in this Agreement.

1.04 "NCAA" means the National Collegiate Athletic Association and any successor organization, governing UMD's right to participate in men's or women's intercollegiate athletics.

1.05 "Signs" means those signs, including dasher boards, and in-ice displays of Sponsor's Name or Marks located in the Facilities and permitted under this Agreement.

1.06 "Sponsor's Marks" means the name, trade name, trademark, service mark or logo identifying Sponsor or its products. The Agreement does not permit references to the services or products of Sponsor's subsidiaries or affiliates.

1.07 "University Mark" means any trade names, trademarks, service marks, logos, trade dress (including but not limited to the maroon and white color combination) or any other slogan or musical scores owned by or associated with UMD or the University

### **2. Sponsorship Rights.**

2.01 Sponsor's rights under the Agreement are non-exclusive. UMD also to include Sponsor in first initial discussion on extending the partnership upon the execution dates at a mutually agreed upon rate in line with reasonable inflationary and asset profile increases.

2.02 This Agreement permits the use of only those Sponsor's Marks that comply with the requirements for "qualified sponsorships" under Internal Revenue Code Section 513(i) and Treasury Regulation

1.513-4. The following are permitted: use of logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; display of a list of Sponsor's locations, telephone numbers, or internet address; and use of logos or slogans that include qualitative or comparative language if such language is an established part of the Sponsor's identity. Use of other qualitative or comparative language, calls to action, or endorsements of the Sponsor's products are not permitted. If under this Agreement Sponsor uses Marks, slogans or logos containing qualitative or comparative language, the Sponsor warrants that they are an established part of the Sponsor's identity and agrees to indemnify UMD against any unrelated business income taxes imposed if the Internal Revenue Service determines otherwise. This indemnification obligation will remain in force for six (6) years following the last date on which the Mark, slogan or logo creating the tax liability was used under this Agreement.





2.03 The design, layout, color, and content of all of Sponsor's Signs or ads must be approved in advance by UMD. Sponsor will provide "camera-ready" graphics for Signs and ads in a form reasonably acceptable to UMD.

2.04 Sponsor represents and warrants to UMD that it owns all right, title, and interest in the Sponsor's Marks and that it will comply with all federal, state, and local laws applicable to its activities under this Agreement.

2.05 UMD may withhold any benefit or privilege granted to Sponsor under this Agreement if Sponsor or its representatives, employees, agents, or assigns engages in conduct that violates NCAA rules.

2.06 Sponsor does have the right to use University Marks but must have preapproved in writing by UMD. Sponsor will not use University Marks, alone or in combination with Sponsor's Marks, on products, advertising, promotional materials or otherwise without UMD's prior written approval, which UMD may withhold in its sole discretion.

### **3. Maintenance.**

3.01. UMD will notify Sponsor if Sponsor's Signs need repair or replacement. Sponsor shall pay the cost of the repair or replacement.

### **4. Termination.**

4.01. If a party defaults, this Agreement may be terminated by the non-defaulting party by giving thirty (30) days' written notice to the defaulting party. If UMD is following a directive of the NCAA or WCHA or NSIC it will not be deemed to be in default under this Agreement.

4.02. If a game or Event is cancelled because of a Force Majeure Occurrence, UMD will at its option refund a pro rata portion of the sponsorship fee or provide "make up" benefits.

### **5. Indemnification and Liability.**

5.01. Sponsor agrees to indemnify and hold harmless UMD, its Regents, officers, employees, and agents from and against any claim, liability, demand, suit, action, or expense (including reasonable attorneys' fees) arising out of a breach of this Agreement or Sponsor's willful or negligent acts or omissions in performing this Agreement.

5.02. If UMD fails to perform its duties under this Agreement, the sole remedy of Sponsor will be the termination rights set forth in section 4 above and a refund of any unearned portion of the fee. UMD will not, in any event, be liable to Sponsor for any other damages, including consequential damages or lost profits.

6. Insurance. Sponsor agrees to obtain and keep in force comprehensive general liability insurance, including coverage for bodily or personal injury, property damage, and product liability, with limits of not less than one million U.S. dollars (\$1,000,000) each claim and three million U.S. dollars (\$3,000,000) each occurrence. Upon the request of UMD, Sponsor agrees to provide a certificate evidencing that it maintains this insurance coverage and naming UMD as an additional insured.



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## University of Minnesota Duluth Bulldogs

### Duluth Airport

#### Two Year Agreement

- **Year 1 - \$13,000 cash**
- **Year 2 - \$13,500 cash**

#### Sponsorship Elements:

- UMD Hockey Dasher Boards (pair)
- UMD Athletics Digital Website Advertisement
  - 970x90 pixels
  - 450x400 pixels
  - 768x300 pixels
  - 1416x400 pixels
  - All .jpeg format
- UMD Hockey Fan Giveaway or Promotional Opportunity
  - Create a co-branded fan giveaway for an away trip which includes flights or develop promotional plans to promote DLH opportunities and specials.
  - Includes digital promotion via social media, email, website.
- 2 Season Tickets + 2 Champions Lodge passes for Men's Hockey.

Resolution to Award and Approve the Sky Harbor (DYT) General Aviation Terminal Building Construction Contract Between the Duluth Airport Authority and Gardner Builders in the Amount of \$2,066,412

**Terms:**

- Estimated Administrative start date of July 1, 2023
- Estimated Construction start date of August 1, 2023
- Construction duration of 270-calendar days
- Sitework completion date of October 31, 2023.

**Agreement Overview:**

The reconstruction of the Terminal Building will be in the same location as the existing building. The new terminal will be approximately 1,900 square feet with an 800 square foot outdoor covered patio area connecting to the structure. The building will be a single story, wood framed structure that will include pilot lounge, pilot briefing area, administrative office, vending room, central waiting room, utility support room, and two-family restrooms. The vending room will be accessible to the covered patio and inside the building, providing concessions to users and visitors to Park Point. The building will also meet the Floodplain & Shoreland requirements from the City of Duluth, while accommodating ADA accessibility. Base Bid Schedule A included the necessary site work for the construction of the building. Base Bid Schedule B included the building. Alternate A is FAA ineligible components of the building. Alternate B included the reconstruction of the auto parking lot. Alternate C included improvements to the adjacent hangar. Alternate D included providing an interim terminal facility during construction.

**Background:**

Bids were received using Bid Express by SEH on behalf of the City of Duluth by 2:00pm on June 8, 2023 for the above referenced project. One contractor submitted a bid: the low bid was above the engineer's estimate by 15 percent.

Engineer's Estimate	\$1,786,582.50
<b>Gardner Builders</b>	<b>\$2,066,412.00</b>

The FAA eligible portion of the Reconstruct Terminal Building of the project is anticipated to be funded at 95% by the Federal Aviation Administration. The local contribution for the AIP-eligible portion of the project is anticipated to be 2.5 percent for Duluth Airport Authority and the contribution from Minnesota Department of Aeronautics Department of Transportation (MnDOT) is anticipated to be 2.5 percent.

The FAA ineligible portions of the Terminal Building portion of the project is anticipated to be funded at 70 percent by Minnesota Department of Aeronautics Department of Transportation (MnDOT) and a local contribution by Duluth Airport Authority at 30 percent.

Attached is a copy of the contract. This resolution includes the award of the contract, including Base Bid Schedules A and B, and Alternates A, C. and D. Execution of the contract will be contingent on verification and compliance of the necessary bonds and insurance certificate with contract requirements.

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between the Sky Harbor Airport on behalf of the Duluth Airport Authority  
(Owner) and Gardner Builders (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2023 Reconstruct Terminal Building, Sky Harbor Airport.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construction of a terminal building at Sky Harbor Airport.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **270 calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **300 calendar days** after the date when the Contract Times commence to run.

1. The Contractor shall notify the Owner of long lead-time for procurement of materials. The Owner will determine on a case-by-case basis if liquidated damages may be waived for these occurrences.

B. Sitework Milestone. All earthwork (excavation, foundation, footings, etc.), sitework (utilities, paving, concrete, concrete patio, sloped walks, etc.) and all related construction elements at or below finished grade must be completed by **October 31, 2023**.

C. Excavation and Restoration Requirement. The contractor must complete all excavation (below existing grade including but not limited to excavation for new structure foundation, footings and utilities) **within 21 calendar days**. This requirement is for the airport to coordinate with tribal monitoring, which is subject to contracting outside of the scope of the project. The restoration work must be completed **within 3 calendar days**. Notification prior to commencing is required.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Sitework Milestone Completion: Contractor shall pay Owner **\$1,000.00 for each day** that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Substantial Completion: Contractor shall pay Owner **\$500.00 for each day** that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  3. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$200.00 for each day** that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

- A. Should taxiway lights be damaged or knocked down, the Contractor shall be assessed **\$1,000 per light occurrence**.
- B. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- C. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- D. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in Contractor's Bid.

The Bid Prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities

are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

The Estimated Total of All Unit Price Work (Base Bid Schedule A and Schedule B, Alternates A, B, and D) is:

\$ 2,066,412.00

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Payments will be due 30 days after approval.

### 6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
    - a. 95 percent of Work completed (with the balance being retainage).
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Within 60 days of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed; less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions; and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. Upon completion or correction and acceptance of said Work, Owner shall pay the amounts withheld within 60 days as recommended by Engineer.
  - 1. After Substantial Completion Owner shall also withhold one percent of the value of the Contract or \$500, whichever is greater, pending completion and submission of all "final paperwork" by the Contractor as defined by Minnesota Statutes, section 15.72, subdivision 2.(e)(2). Owner shall pay said amount withheld after Substantial Completion within 60 days of submission of all final paperwork as recommended by Engineer.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### 6.04 *Interest*

All amounts not paid when due shall bear interest at the rate of four percent (4%) per annum.

### 6.05 *Electronic Payment Requirements*

- A. All payments to the successful Contractor are required to be via Automated Clearing House (ACH). Reference Article 24 of Document 00 21 13 Instructions to Bidders Online Bidding.
- B. Contractor delay in submitting forms in **Appendix E** to the Sponsor shall negate the Contractor's right to collect interest as referenced in Section 6.04 until the issue is resolved.

## **ARTICLE 7 – CONTRACT DOCUMENTS**

### **7.01 Contents**

- A. The Contract Documents consist of the following:
1. Addenda (numbers 00 00 1\_\_ to 00 00 1\_\_, inclusive).
  2. This Agreement (pages 00 52 00-1 to 00 52 00-7, inclusive).
  3. Performance Bond (Document 00 61 13).
  4. Payment Bond (Document 00 61 14).
  5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
  6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-8, inclusive).
  7. Specifications as listed in the table of contents of the Project Manual.
  8. The Drawings listed in the index located on Drawing Sheet G000 (Title Sheet).
  9. Exhibits to this Agreement (enumerated as follows).
    - a. Contractor's Bid (Document 00 41 00).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_ to \_\_\_, inclusive).
    - c. Certificate of Insurance.
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Field Order(s).
    - c. Work Change Directive(s).
    - d. Change Order(s).
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing

surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### **ARTICLE 9 – MISCELLANEOUS**

#### 9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.



9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on July 18, 2023 (which is the Effective Date of the Contract).

OWNER:  
Sky Harbor Airport on behalf of the Duluth Airport Authority

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Giving Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for Giving Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

License No. \_\_\_\_\_  
(Where Applicable)

Agent for service of process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 4701 Grinden Drive

Address \_\_\_\_\_

Duluth, Minnesota 558811

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**END OF DOCUMENT**

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## Short Elliott Hendrickson Inc. (SEH) Work Order 2023-10 for Construction Administration, Observation and Closeout for the Reconstruct Terminal Building Project at the Sky Harbor Airport

### **Terms:**

- Estimated start date of August 1, 2023
- Estimated end date of June 1, 2024
- Estimated construction duration of 270-calendar days

### **Agreement Overview:**

This work order includes construction administration, observation, archeological consult support for tribal monitoring, and closeout services for the reconstruction of the Terminal Building at Sky Harbor Airport (DYT). The contract provisions included in the Master Agreement (dated 3-27-2023) between the DAA and SEH remain in effect for this work order.

### **Background:**

The reconstruction of the Terminal Building will be in the same location as the existing building. The new terminal will be approximately 1,900 square foot with an 800 square foot outdoor covered patio area connecting to the structure. The building will be a single story, wood framed structure that will include pilot lounge, pilot briefing area, administrative office, vending room, central waiting room, utility support room, and two-family restrooms. The vending room will be accessible to the covered patio and inside the building, providing concessions to users and visitors to Park Point. The building will also meet the Floodplain & Shoreland requirements from the City of Duluth, while accommodating ADA accessibility.

This scope of engineering services includes construction administration services, construction observation and project closeout, including shop drawings, quality control, tribal monitoring coordination, public outreach, and project management. Substantial completion for the sitework is to be completed by October 31, 2023.

The federally eligible portions of the project and supporting engineering agreement is expected to be primarily funded with a combination of Airport Terminals Program funding provided by the Infrastructure Bill and additional funding provided by the FAA through the Airport Improvement Program (AIP), an Airport Improvement Grant (AIG) through the Bipartisan Infrastructure Law (BIL), and MnDOT Aeronautics.

# WORK ORDER

No. 2023-10

Between

The Duluth Airport Authority (DAA) (Owner) and  
Short Elliott Hendrickson Inc. (SEH) (Consultant)

Dated: July 18, 2023

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## 2023 RECONSTRUCT TERMINAL BUILDING – CONSTRUCTION ADMINISTRATION AND OBSERVATION SKY HARBOR AIRPORT (DYT)

This work order includes professional services for construction administration, observation, and closeout for the reconstruction of the Terminal Building at Sky Harbor Airport (DYT). The contract provisions included in the Master Agreement (dated 3-27-2023) between the DAA and SEH remain in effect for this work order.

Estimated start date is August 1, 2023; estimated end date is June 1, 2024.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$177,300.00.

A description of the services to be provided is included in Attachments A. A detailed estimate of labor cost and expenses is included in Attachment B.

Point of Contact: Kaci Nowicki, Principal

### APPROVED:

Duluth Airport Authority (DAA)

Short Elliott Hendrickson Inc.



\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: Principal

Date: \_\_\_\_\_

Date: July 18, 2023

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**

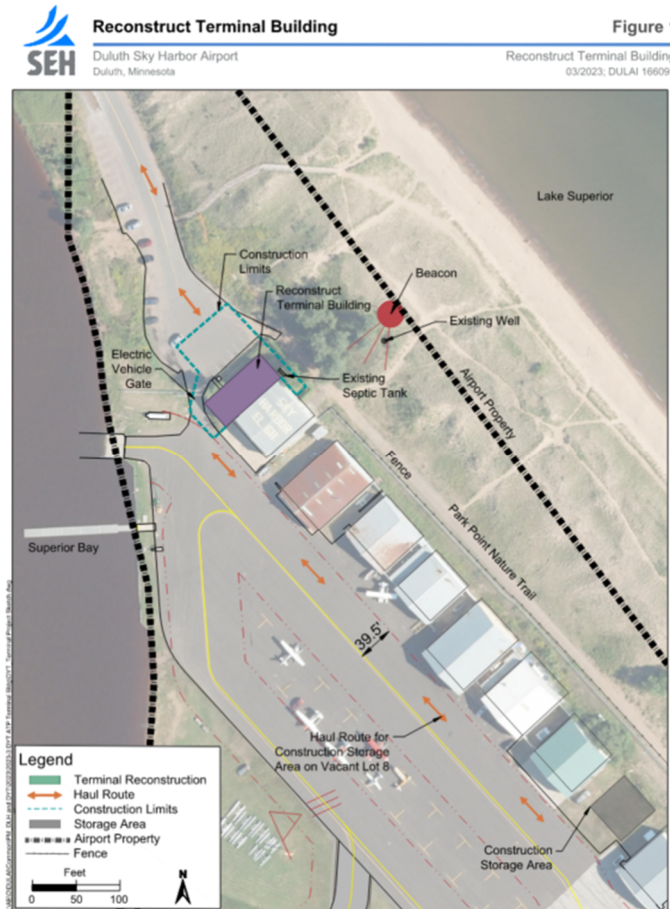
**PROPOSAL FOR ENGINEERING SERVICES – CONSTRUCTION ADMINISTRATION AND CLOSEOUT**

**DULUTH, MINNESOTA  
2023 RECONSTRUCT TERMINAL BUILDING  
SKY HARBOR AIRPORT**

**PROJECT SCOPE:**

The project consists of designing an approximate 1,900 square foot new terminal building at the Sky Harbor Airport (DYT). This project replaces the 40-year-old, 2-story facility with a new single-story terminal. The existing terminal is not American with Disabilities Act (ADA) compliant, doesn't meet the City and Department of Natural Resources (DNR) Regulatory Flood Protection Elevation, has mold contamination, does not meet code requirements, is energy inefficient, the facility is beyond its useful life, and is costly to maintain. The roof, mechanical, electrical, and plumbing systems require replacement. The proposed terminal achieves program considerations and will provide a resilient, ADA compliant passenger terminal with energy efficiencies, safe airfield access, with comprehensive and thoughtful layout.

The proposed terminal will construct a pilot-planning room, waiting room, covered patio, and covered walkway for users to access the building. The proposed terminal will include upgrades to the septic holding tank and include minor site improvements to meet the City of Duluth finished floor requirement while accommodating ADA accessibility. The existing terminal is co-located with a hangar structure, which will remain following construction. The new terminal will be constructed to adjoin the existing hangar.



**Figure 1** – Proposed Location of Terminal Building

### **PROPOSED PROJECT SCHEDULE**

The project is scheduled to be substantially completed in 270-calendar days (nine months). It is anticipated the work will be performed during weekdays with weekend work as needed. Contractor is anticipated to start in Summer/Fall 2023, pending weather, site conditions, and procurement of materials.

July 2023	Construction Procurement Begins, Shop Drawing and Submittal Reviews Begin
August 2023	Construction Begins
Fall 2023	Substantial Completion (Site Work)
Spring 2024	Substantial Completion (Building)
Summer 2024	Closeout Process Begins

### **SCOPE OF SERVICES:**

Services to be provided under this proposal include construction observation and administration as well as closeout report services and project management.

Specific tasks to be performed by the Consultant include the following:

#### **Work Element 1: Construction Administration Services**

- 1.1. **Scope Development:** Consultant will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with Duluth Airport Authority (Sponsor) and the Federal Aviation Administration (FAA) for scope review, preparation of the final scope, fee proposal development, and contract negotiations. As part of the scope development, Consultant will coordinate and obtain scope and fee estimates for subconsultant work including quality assurance testing, mechanical design, and electrical design.
- 1.2. **Project Administration Services:** Consultant will provide office engineering staff, CAD personnel, and administrative staff that will assist the construction project team as necessary during construction in response to Requests for Information (RFI), plan or specification clarifications, change orders and other issues that may arise. Other administrative tasks include project set up and invoicing, internal meetings (quarterly, four total), progress reports, RFI log development and management, monthly DAA cash flow projections throughout the project, and contract management.
- 1.3. **Permit Coordination:** Consultant will review applicable permits related to the project construction, provided by the Contractor. This includes, at a minimum, building permit, erosion control permit, stormwater permit, and SSTS permits. Consultant will assist with the plan review process as required by the building code official.  
  
This task also includes three (3) virtual meetings with City of Duluth staff to coordinate building permit, location, building flood proofing, and code compliance. This includes one-hour meetings and an hour of preparation and one hour of after meeting actions.
- 1.4. **Pre-Construction Meeting:** Consultant will hold a pre-construction meeting (at the airport, expected for 2-hours plus travel) prior to beginning construction to outline and discuss project requirements, administration procedures, airfield pavement closure procedures and requirements, schedules, project responsibilities and communication, Disadvantaged Business Enterprise reporting, contractor submittals, and other construction related information. Consultant will administer the pre-construction meeting, issue notifications, and record meeting minutes. The meeting will be attended by the Contractor, subcontractors (as needed), FAA, Airport and SEH staff, including the Project Manager (at the airport) and representatives from each major discipline (virtually). Travel time is included as a sub-work element.
- 1.5. **Establish Survey Control:** Consultant will establish the necessary horizontal and vertical control for construction staking for the project. (The Contractor is required to provide the construction staking for the remainder of the project.) Travel time is included as a sub-work element.
- 1.6. **Submittal and Shop Drawing Review:** Consultant will review product and material data, Buy-American certification, shop drawings, samples, mockups and other items required to be submitted

by the Contractor. This includes coordination with the DAA to make specific product and color selections during the submittal process.

- 1.7. **Progress Meetings:** Construction progress meetings (6 meetings in person, 12 meetings virtual) will be held on a bi-weekly basis while construction work is being performed. The virtual progress meeting will be attended by SEH staff, including Project Manager and Resident Project Representative (RPR), and other staff as needed or required. It is anticipated that 18 progress meetings (twelve 1-hour meetings and six 30-minute meetings) will occur during construction activities and will require inclusion of preparatory and meeting documentation work. Consultant will administer the meetings, issue notifications, and record meeting minutes.
- 1.8. **Pay Applications:** Consultant will prepare ten partial pay applications upon throughout construction (one per month). An initial pay application will be prepared for material acquisition (material-on-hand), prior to issuing the Notice to Proceed. A final pay application (11 total) will be prepared following the final agreement of quantities for all work components and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing pay applications.
- 1.9. **Tribal Monitoring Coordination:** Consultant will facilitate coordination of tribal monitoring and archaeology subconsultant, including coordinating for tribal and archeology subconsultant involvement at the preconstruction meeting and opportunities to participate in weekly construction meetings. Consultant will also assist tribal monitoring staff for on-site visits. It is anticipated the tribal monitoring staff could be on-site for three weeks (15 workdays) during excavation and three additional workdays to monitor restoration.
- 1.10. **Record Drawings:** Consultant will prepare record drawings. Record drawings will incorporate any modifications or additions that occurred during construction. Electronic (PDF) copies of record drawings will be provided to the DAA, MnDOT, and FAA.
- 1.11. **Update Airport Layout Plan (ALP):** Consultant will complete an update to the current ALP to reflect as-built conditions.

## **Work Element 2: Construction Observation Services**

- 2.1. **Construction Observation:** Consultant will provide part-time construction observation for the duration of construction. The project is estimated for 270-calendar days (nine months) of construction. A resident project representative (RPR) will be onsite during critical portions of construction to ensure that work is performed in accordance with the contract documents. It is estimated the RPR will be onsite for 30-working days (4-hour days) throughout the project. The RPR will document and record construction progress through a daily journal and daily progress reports, when present onsite.
- 2.2. **Construction Inspections:** Consultant will conduct site visits for critical construction items. The site visit is expected to be 4-hours onsite for the select discipline. Travel time is included as a sub-work element. The site visits will be conducted as follows by identified disciplines:
  - Foundation and Slab Inspection – Structural Staff (1 Visit)
  - Building Inspection – Structural and Architectural Staff (2 Visits, 1 by each discipline)
  - Routine Periodic Inspections – Civil and Architectural Staff (4 Visits, 2 by each discipline)

No daily observation staffing (including daily reporting) is included in this Scope of Work.

- 2.3. **Final Inspection/Punch List:** Consultant will conduct a final inspection with the Contractor after completion of the work and prior to substantial project acceptance. Consultant representatives will include Project Manager and one discipline lead from each of the following: civil, structural, and architectural. A punch list will be developed by the Consultant and provided to the Contractor if deficiencies are found. The punch list will be a tracking document and progress on the items will be recorded until issues are resolved. The final inspection is expected to include 3-hours onsite (plus 1-hour of preparation/documentation). Travel time is included as a sub-work element.



- 2.4. **Warranty Inspection Site Visit:** Consultant will complete one onsite warranty inspection site visit prior to the expiration of the warranty period to identify and document issues to be resolved by the Contractor as part of the warranty guarantee. Consultant representative will include the Project Engineer only. Travel time is included as a sub-work element.

**Work Element 3: Project Closeout and FAA Reporting**

- 3.1. **FAA Project Quarterly Reports:** Consultant will prepare FAA Quarterly Reports and submit to FAA on a quarterly basis until grant closeout. (Ten submittals anticipated)
- 3.2. **Project Closeout:** Consultant will work with the Contractor to ensure that necessary closeout documents are submitted by the Contractor. These include, but are not limited to, MnDOT form IC-134 documentation, lien waivers, wage rate compliance, and other documentation as identified in the specifications.
- 3.3. **FAA Closeout Report:** Consultant will prepare a Project Closeout Report as required by the FAA by using the Sponsors Guide to Quality Project Closeout Report Requirements (FAA Publication).
- 3.4. **Disadvantaged Business Enterprise (DBE) Requirements:** Consultant will review and submit the required documentation to confirm the Contractor's compliance with the DBE program and goals for this project or provide evidence of "good faith efforts" to meet DBE requirements.
- 3.5. **Buy American Compliance and Waiver:** Consultant will coordinate contractor submittals concerning compliance with required Buy American certifications for submitted materials. In the event the contractor is unable to comply with 100 percent Buy American (which is likely), the consultant will assist the contractor in submitting a waiver to the FAA.

**Work Element 4: Project Management and Stakeholder Engagement**

- 4.1. **Overall Project Management:** Consultant will provide overall administering of the project, including preparing contract modifications, reviewing quality control and testing results, and coordination with the DAA (outside of the meetings task), Contractor, FAA and other regulatory agencies and utilities.
- 4.2. **City of Duluth Coordination:** Consultant will coordinate with the City of Duluth, on behalf of the DAA, throughout the project and ensure City ordinances and Unified Development Chapters (UDC) are followed. Such items involve shoreland & floodplain, permit & plan review. It is expected the Consultant will communicate with the Planning and Building Services Department of the City.
- 4.3. **Subconsultant Coordination:** Scheduling, coordination, and review of deliverables, including subcontracts, shop drawings, submittals, and reports.
- 4.4. **Meetings:** SEH will coordinate and prepare construction update meetings for the following:
- 4.4.1. **Airport Authority Board Meetings:** Consultant (Project Principal) will attend four (4) 30-minute meetings with the Authority Board representatives to discuss project elements, schedule, and updates. These project updates will be scheduled as the DAA requests them throughout the project.
- 4.4.2. **Tenant Meetings:** Consultant will attend (2) Sky Harbor Tenant Meetings (Project Principal & Project Manager) and (2) Park Point Community Club (Project Principal) to provide a project update. Each meeting is expected to include 1-hr of preparation time, 1-hr for meeting. Travel time for Project Principal and Project Manager is broken out as separate sub-task.
- 4.5. **Tenant and User Newsletter & Notification:** Consultant will develop a tenant and user construction notice to be distributed prior to construction as well as monthly newsletter to provide updates on construction activities and identify impacts to airport operations. SEH will assist the DAA with newsletter distribution. It is estimated six newsletters will be issued, including one prior

to the project beginning. Consultant will also design, print and install a full color all-weather project information board (approx. 36' x 48') to be mounted on the airport fence.

Subconsultants performing work under this proposal include the following:

1. Braun Intertec, Inc.: Quality Assurance testing for the building construction will be performed by Braun Intertec of Duluth, Minnesota. See Braun Intertec proposal dated June 5, 2023.
2. The Design Group, Inc. Mechanical, Electrical and Plumbing review, and inspections will be performed by The Design Group, Inc. of Duluth, MN. See The Design Groups proposal dated May 30, 2023.
3. Duluth Archaeology Center L.L.C. Cultural resource and archaeology monitoring will be performed by Duluth Archaeology Center L.L.C. See Duluth Archaeology Center proposal dated June 5, 2023.

**ESTIMATED FEES AND EXPENSES**  
**ATTACHMENT B-1**  
**2023 RECONSTRUCT TERMINAL BUILDING - CONSTRUCTION ADMINISTRATION & OBSERVATION**  
**SKY HARBOR AIRPORT (DYT)**

Task No.	Task Description	Project Director	Project Manager	Project Engineer	Senior Civil Engineer	Resident Project Representative	Structural Engineer	Sr. Biologist	Architect	Survey Crew Chief	Senior Planner	Senior Technician	Administrative Assistant
<b>Work Element #1: Construction Administration Services</b>													
1.1	Scope Development	1	4	2									
1.2	Project Administration Services	1	6	4	1		2		2			6	6
1.3	Permit Coordination			4				1					
1.4	Pre-Construction Meeting	2	8	4	2		2		2				
1.4.1	Pre-Construction Travel Time		10	4									
1.5	Establish Survey Control									6			
1.5.1	Survey Travel Time									4			
1.6	Submittal and Shop Drawing Review		12	16	6		32		24				
1.7	Progress Meetings (18 Total)		14	14	4		4		4		4		
1.8	Pay Applications (11 Total)		4	16									
1.9	Tribal Monitoring Coordination							24					
1.10	Record Drawings		1	4	1		1		1			8	8
1.11	Update Airport Layout Plan (ALP)			2									
<b>Work Element #2: Construction Observation Services</b>													
2.1	Construction Observation (30-Onsite Days)					120							
2.1.1	Construction Observation Travel Time					30							
2.2	Construction Inspections (7 Visits Total)			8			8		12				
2.2.1	Construction Inspections Travel Time			8			8		12				
2.3	Final Inspection/Punch List		4		6		4		4				
2.3.1	Final Inspections Travel Time		10		6		4		4				
2.4	Warranty Inspection Site Visit			8									
2.4.1	Warranty Inspection Travel Time			4									
<b>Work Element #3: Project Closeout and FAA Reporting</b>													
3.1	FAA Project Quarterly Reports		2	5									
3.2	Project Closeout		1	2									
3.3	FAA Closeout Report			2									2
3.4	Disadvantaged Business Enterprise (DBE)			2									2
3.5	Buy American Certification and Waiver		1	4									2
<b>Work Element #4: Project Management and Stakeholder Engagement</b>													
4.1	Overall Project Management	2	24	10			1		1				
4.2	City of Duluth Coordination	2	4	8									
4.3	Subconsultant Coordination		10	4									
4.4	Meetings	2	2										
4.4.1	Airport Authority Board Meetings	4	2										
4.4.2	Tenant Meetings	4	4										
4.4.2.1	Travel Time for Tenant Meetings	8											
4.5	Tenant and User Newsletter (6 Total)			6								4	1
<b>Total hours per labor category</b>		<b>26</b>	<b>123</b>	<b>141</b>	<b>26</b>	<b>150</b>	<b>66</b>	<b>25</b>	<b>66</b>	<b>10</b>	<b>12</b>	<b>18</b>	<b>13</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Project Director	26	\$82.21	\$2,137.46
Project Manager	123	\$63.88	\$7,857.24
Project Engineer	141	\$45.40	\$6,401.40
Senior Civil Engineer	26	\$60.15	\$1,563.90
Resident Project Representative	150	\$41.23	\$6,184.50
Structural Engineer	66	\$54.60	\$3,603.60
Sr. Biologist	25	\$55.00	\$1,375.00
Architect	66	\$67.29	\$4,441.14
Survey Crew Chief	10	\$40.18	\$401.80
Senior Planner	12	\$52.50	\$630.00
Senior Technician	18	\$45.99	\$827.82
Administrative Assistant	13	\$34.07	\$442.91

Total Direct Labor Costs: 676.0 \$35,866.77  
Direct Salary Cost plus Overhead (88%) \$67,429.53

**Total Labor Costs** **\$103,296.30**  
**Fee (15%)** **\$15,494.45**

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	5,450	\$0.65	\$3,542.50
Computer Charges	676.0	\$5.80	\$3,920.80
Construction Auto Allowance	30	\$16.00	\$480.00
Per Diem	5	\$200.00	\$1,000.00
Survey GPS Equipment	10	\$35.00	\$350.00
Survey Vehicle Allowance	10	\$4.90	\$49.00
Geotechnical Testing Services (Braun Intertec)	1	\$21,820.00	\$21,820.00
MEP Services (The Design Group Inc.)	1	\$5,500.00	\$5,500.00
Tribal Monitoring (Duluth Archaeology)	1	\$21,177.46	\$21,177.46
Reproductions / Miscellaneous	1	\$750.00	\$750.00

**Total Expenses** **\$58,589.76**  
Total (Labor Costs + Fee + Expenses) \$177,380.51

**SUMMARY:**

**Estimated Total** **\$177,300.00**



1711 East 13th Street  
Suite 201  
Hibbing, MN 55746  
PH: 218.262.1959  
FX: 218.262-1976  
www.thedgroup.org

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May 30, 2023

Short Elliot Hendrickson, Inc.  
Attn: Ryan Falch, PE  
Senior Engineer | Airport Planning and Design

**RE: Duluth Sky Harbor Airport Terminal Reconstruction**

Ryan,

The Design Group, Inc. is pleased to submit this proposal for MEP construction administration services for the Sky Harbor Terminal Reconstruction at the Duluth Sky Harbor Airport. Our services will include the following items:

- In-person attendance for Precon (1-staff member)
- Virtual attendance for bi-weekly progress meetings (18 total, 30-mins each) (1-staff member)
- (1) periodic project site visits (1-staff member per discipline, so (3) total visits for TDG)
- (1) Final Project site visit for punch list (1-staff member per discipline)
- (1) Warranty Project Site Visit (11-months after completion) (1-staff member only)
- Shop drawing review time/coordination
- Contractor RFI questions
- Record Drawing Mark-up of TDG sheets
- Project Administration overall, including City of Duluth coordination & contractor permitting questions.

The Design Group proposes to charge a lump sum fee of Five Thousand Five Hundred dollars (\$5,500.00) for the work described above. These fees will cover all costs incurred by the Design Group including telephone calls, postage, etc. Additional services can be provided at an hourly rate or as agreed to prior to beginning the additional work. Thank you for the opportunity to submit this proposal!

**ADDITIONAL SERVICES:**

Any Additional Services beyond the Basic Services outlined above will be performed only upon your instruction and will be billed at the following hourly rates:

- Sr. Professional Engineer - \$145.00
- Sr. Technical Designer - \$95.00

**TERMS AND CONDITIONS:**

The Design Group, Inc. (TDG) shall perform the services outlined in this agreement for the stated fee arrangement.

**Fee**

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis. The rates shall be those that prevail at the time services are rendered.

**Billings/Payments**

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within thirty (30) days after the invoice date and TDG may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid ninety (90) days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

**Access to Site**

Unless otherwise stated, TDG will have access to the site for activities necessary for the performance of the services. TDG will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

**Termination of Services**

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay TDG for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Ownership Documents**

All documents produced by the TDG under this agreement shall remain the property of TDG and may not be used by the Client for any other endeavor without the written consent of TDG.

**Dispute Resolution**

Any claim or dispute between the Client and TDG shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). The laws of the principal place of business of TDG shall govern this agreement.

Sincerely,



The Design Group, Inc.  
Otto W. Maki, Principal

June 5, 2023

Proposal QTB179248

Ryan Falch, PE  
SEH, Inc.  
3535 Vadnais Center Drive  
Saint Paul, MN 55110

Re: Proposal for Special Inspection and Testing Services  
Terminal Building Reconstruction  
Sky Harbor Regional Airport  
5000 Minnesota Avenue  
Duluth, Minnesota

Dear Mr. Falch:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the proposed reconstruction of the airport terminal building at the Sky Harbor Regional Airport in Duluth, Minnesota.

We have completed the geotechnical evaluation for the project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

## **Our Understanding of Project**

The terminal building will be reconstructed in the same area as the existing terminal building and adjacent to the attached hangar to remain in place. The reconstructed building will be a slab-on-grade building (Finished Floor Elevation = 607.00 feet), supported on a shallow foundation system, and have a metal roof system. Site work will include new bituminous pavement to reconstruct a portion of the parking lot and concrete patio and sidewalks.

## **Available Information**

This proposal was prepared using the following documents and information.

- Project plans, manual, and Special Inspection requirements prepared by SEH, dated May 16, 2023.
- Geotechnical Evaluation Report prepared by Braun Intertec Corporation for Project B2302228, dated April 21, 2023.

## **Project Approach and Staff Qualifications**

### **Special Inspections**

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration, and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

### **Qualifications and Experience**

ICC certified special inspectors, or qualified technicians working under the direction of ICC certified special inspectors, will provide the required special inspection services under the direction of a licensed professional engineer. Through experience and examination, our ICC certified special inspectors and qualified technicians have demonstrated their ability to provide special inspection services.

### **Inspections and Reporting**

Our special inspectors summarize the nature, extent, and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

### **Communications**

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

### **Construction Materials Testing**

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

## Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information to determine compliance with project plans and/or specifications, other design or construction documents, and applicable ASTM and other industry standards, our scope of services for the project will be limited to the tasks defined below.

### Soil Related Services

- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill and foundations. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Measure the in-place dry density, moisture content and relative compaction of soils related to site grading and building and pavement support for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.

### Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade, as well as limited testing of exterior concrete and aprons.
- Observe the concrete placement and test sample preparation.
- Perform laboratory compressive strength testing of the concrete samples.

### Structural Steel Related Services

- Observe and test the structural steel welded and bolted connections in the field.

### Bituminous Related Services

- Obtain a hot mix sample during placement of bituminous pavement.
- Perform asphalt properties testing in accordance with MNDOT 2360 specifications.



### **Engineering Consulting and Project Communication and Reporting Services**

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

### **Basis of Scope of Work**

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in late Summer of 2023.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.
- We assume the structural steel fabricator will be AISC certified, and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- No special site-specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

## Cost

We will furnish the services described in this proposal for an estimated fee of **\$17,725** for the Base Bid portion, and an estimated fee of **\$4,095** for the Alternate Bids portion. The total estimated fee for our services is **\$21,820**. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if time frames are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Agreement for Professional Services dated July 2, 2008.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Anderson at 320.305.0628 (coanderson@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE  
Project Engineer



Aaron M. Tast  
Aviation Account Leader, Senior Project Manager



Joseph C. Butler, PE  
Business Unit Leader, Senior Engineer

Attachments:  
Estimated Cost Tabulation

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The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

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**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

# Project Proposal

QTB179248

## Sky Harbor Terminal Reconstruction

**Client:**

Short Elliott Hendrickson, Inc.  
Ryan Falch  
3535 Vadnais Center Dr  
Saint Paul, MN 55110

**Work Site Address:**

Sky Harbor Regional Airport  
5000 Minnesota Ave.  
Duluth, MN 55802

**Service Description:**

Special Inspection & Testing Services  
AIP 3-27-0025-20-2023  
City of Duluth 23-4408

	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>Schedule A &amp; B (Site work/Building)</b>				
<b>Activity 1.1</b>	<b>Soils</b>				<b>\$4,085.00</b>
206	Excavation Observations	8.00	Hour	110.00	\$880.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation Excavations	2.00	Trips	4.00	8.00
207	Compaction Testing - Nuclear	21.00	Hour	90.00	\$1,890.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation_Wall Backfill	3.00	Trips	3.00	9.00
	Slab On Grade	2.00	Trips	3.00	6.00
	Granular Borrow	1.00	Trips	3.00	3.00
	Aggregate Base	1.00	Trips	3.00	3.00
1308	Nuclear moisture-density meter charge, per hour	21.00	Each	15.00	\$315.00
1861	CMT Trip Charge	10.00	Each	25.00	\$250.00
209	Sample pick-up	2.00	Hour	90.00	\$180.00
1318	Moisture Density Relationship (Standard), per sample	3.00	Each	190.00	\$570.00
<b>Activity 1.2</b>	<b>Concrete</b>				<b>\$8,150.00</b>
260	Concrete Observations	9.00	Hour	115.00	\$1,035.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	3.00	Trips	1.00	3.00
	Columns	3.00	Trips	1.00	3.00
	Foundation Walls	3.00	Trips	1.00	3.00
261	Concrete Testing	42.00	Hour	90.00	\$3,780.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	3.00	Trips	3.00	9.00
	Columns/Pads	3.00	Trips	3.00	9.00
	Foundation Walls	3.00	Trips	3.00	9.00
	Slab	2.00	Trips	3.00	6.00
	Sidewalks	1.00	Trips	3.00	3.00
	Curb & Gutter	1.00	Trips	3.00	3.00
	Exterior Concrete	1.00	Trips	3.00	3.00
278	Concrete Cylinder Pick up	6.00	Hour	90.00	\$540.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	4.00	Trips	1.50	6.00
1861	CMT Trip Charge	18.00	Each	25.00	\$450.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	67.00	Each	35.00	\$2,345.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	3.00	Set	5.00	15.00
	Columns/Pads	3.00	Set	5.00	15.00
	Foundation Walls	3.00	Set	5.00	15.00
	Slabs	2.00	Set	5.00	10.00
	Sidewalks	1.00	Set	4.00	4.00
	Curb & Gutter	1.00	Set	4.00	4.00

**Project Proposal**  
**QTB179248**  
**Sky Harbor Terminal Reconstruction**

	<i>Exterior Concrete</i>	<i>1.00 Set</i>	<i>4.00</i>	<i>4.00</i>	
<b>Activity 1.3</b>	<b>Steel Inspection</b>				<b>\$1,790.00</b>
605	ICC Structural Steel Technician		12.00 Hour	130.00	\$1,560.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	<i>Welding, Framing, Bolting</i>	<i>2.00 Trips</i>	<i>6.00</i>	<i>12.00</i>	
1664	NDE Trip charge		2.00 Each	115.00	\$230.00
<b>Activity 1.4</b>	<b>Project Management &amp; Reporting</b>				<b>\$3,700.00</b>
238	Project Assistant		4.00 Hour	90.00	\$360.00
226	Project Manager		8.00 Hour	155.00	\$1,240.00
228	Senior Project Manager		8.00 Hour	180.00	\$1,440.00
126	Project Engineer (SI Report)		4.00 Hour	165.00	\$660.00
				<b>Phase 1 Total:</b>	<b>\$17,725.00</b>
<b>Phase 2</b>	<b>Alternate A &amp; B (Concrete slab/Parking Area)</b>				
<b>Activity 2.1</b>	<b>Soils</b>				<b>\$1,565.00</b>
207	Compaction Testing - Nuclear		6.00 Hour	90.00	\$540.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	<i>Granular Borrow</i>	<i>1.00 Trips</i>	<i>3.00</i>	<i>3.00</i>	
	<i>Aggregate Base</i>	<i>1.00 Trips</i>	<i>3.00</i>	<i>3.00</i>	
1308	Nuclear moisture-density meter charge, per hour		6.00 Each	15.00	\$90.00
1861	CMT Trip Charge		3.00 Each	25.00	\$75.00
209	Sample pick-up		2.00 Hour	90.00	\$180.00
1318	Moisture Density Relationship (Standard), per sample		2.00 Each	190.00	\$380.00
1162	Sieve Analysis with 200 wash, per sample		2.00 Each	150.00	\$300.00
<b>Activity 2.2</b>	<b>Concrete</b>				<b>\$550.00</b>
261	Concrete Testing		3.00 Hour	90.00	\$270.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	<i>Exterior Concrete Slab</i>	<i>1.00 Trips</i>	<i>3.00</i>	<i>3.00</i>	
278	Concrete Cylinder Pick up		1.00 Hour	90.00	\$90.00
1364	Compressive strength of concrete cylinders (ASTM C 39), each		4.00 Each	35.00	\$140.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	<i>Exterior Concrete Slab</i>	<i>1.00 Set</i>	<i>4.00</i>	<i>4.00</i>	
1861	CMT Trip Charge		2.00 Each	25.00	\$50.00
<b>Activity 2.3</b>	<b>Pavement</b>				<b>\$705.00</b>
209	Sample pick-up		2.00 Hour	90.00	\$180.00
1744	MnDOT Asphalt Test		1.00 Each	500.00	\$500.00
1861	CMT Trip Charge		1.00 Each	25.00	\$25.00
<b>Activity 2.4</b>	<b>Project Management &amp; Reporting</b>				<b>\$1,275.00</b>
238	Project Assistant		3.00 Hour	90.00	\$270.00
226	Project Manager		3.00 Hour	155.00	\$465.00
228	Senior Project Manager		3.00 Hour	180.00	\$540.00
				<b>Phase 2 Total:</b>	<b>\$4,095.00</b>

<b>Proposal Total:</b>	<b>\$21,820.00</b>
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**SCOPE OF WORK: MONITORING OF THE TERMINAL BUILDING DEMOLITION AND RECONSTRUCTION AT SKY HARBOR, DULUTH, ST. LOUIS COUNTY, MINNESOTA**

**I. FIRM NAME** Duluth Archaeology Center, L.L.C.  
5910 Fremont St. Suite 1, Duluth MN 55807

Dr. Susan Mulholland (president)  
tel: 218/624-5489, fax: 218/249-0765, email: archcenter @ aol.com

**II. PROJECT OBJECTIVES**

The objective of this project is to monitor demolition/reconstruction of the terminal building at Sky Harbor in the City of Duluth, St. Louis County, Minnesota. The existing terminal building will be demolished and a new building constructed in the same location at Sky Harbor on Minnesota Point. Monitoring of construction was requested by the Federal Aviation Administration (FAA), which will review the project. A Monitoring/Unanticipated Discoveries Plan will be developed to guide the project; it will be based on the SHPO/OSA manuals for archaeological investigations (Anfinson 2011) and accidental uncovering of burials (Anfinson 2008). Field monitoring is proposed during the anticipated ground disturbance portions of the project (3 weeks in 2023, 3 days in 2024).

**III. WORK PLAN**

Contractor will complete the following tasks:

- **Task 1: Administration**  
Contractor will conduct accounting and record keeping; obtain a State archaeology license from OSA. The Monitoring/Unanticipated Discoveries Plan will be developed in advance of requesting the State license.
- **Task 2: Monitoring**  
Contractor will conduct monitoring of ground disturbance activities during reconstruction of the terminal building at Sky Harbor for both archaeological materials and possible human remains. Field work will follow standards set in the Monitoring/Unanticipated Discoveries Plan (based on Anfinson 2011, 2008).
- **Task 3: Reporting**  
Contractor will write a report of all monitoring activities during the terminal building construction project.

**Project Schedule**

Contractor will start work after written authorization from the client. A total of 33 person days in the field is included in the scope based on the construction schedule in 2023 and 2024. Field

work will be scheduled in coordination with the client to fit the construction schedule. If concurrent disturbance activities are conducted, additional personnel may be needed to conduct monitoring.

Curation

Any collected artifacts will be prepared for curation at the Minnesota Historical Society (or another approved facility) as per the State archaeology license requirements. Curation costs are included in the proposal as separate expenses.

**IV. BUDGET**

The budget is prepared on a separate sheet. Expenses will be charged as incurred.

**V. PERSONNEL**

- Dr. Susan Mulholland: principal investigator, project supervisor
- Jennifer Shafer: accountant

**VI: APPROVED BY**



Name: Susan C. Mulholland

Date: June 2, 2023

Title: President Duluth Archaeology Center

Anfinson, S.F.

2011 *State Archaeologist's Manual for Archaeological Projects in Minnesota*. Office of the State Archaeologist, Fort Snelling History Center, St. Paul.

2008 *State Archaeologist's Procedures for Implementing Minnesota's Private Cemeteries Act (MS 307.08)*. Office of the State Archaeologist, Department of Administration.

**MONITORING FOR TERMINAL BUILDING CONSTRUCTION PROJECT, SKY HARBOR, DULUTH, ST. LOUIS COUNTY, MINNESOTA**

**TASK 1: ADMINISTRATION/PLAN DEVELOPMENT**

Principal Investigator	24 hr. @ \$65.92	\$1,582.08
Computer Technician	3 hr. @ \$45.97	137.91
Account Manager	1 hr. @ \$48.31	48.31
Supplies		25.00
photocopies	200 @ \$0.10	20.00
<b>TOTAL PRE-FIELD</b>		<b>\$1,813.30</b>

**TASK 2: FIELD MONITORING**

Principal Investigator	180 hr. @ \$65.92	\$11,865.60
mileage	900 mi. @ \$0.655	589.50
per diem	33 days @ \$50	1,650.00
lodging	14 nights @ \$120	1,680.00
<b>TOTAL PRE-FIELD</b>		<b>\$15,785.10</b>

**TASK 3: REPORTING**

Principal Investigator	12 hr. @ \$65.92	\$ 791.04
Computer Supervisor	6 hr. @ \$46.45	278.70
Lab Technician	15 hr. @ \$45.97	689.55
Photocopies	250 @ \$0.10	25.00
Report production		15.00
Postage/Delivery		10.00
<b>TOTAL REPORT PRODUCTION</b>		<b>\$ 1,809.29</b>

**TOTAL PROJECT COSTS \$19,407.69**

**CURATION COSTS AT MINNESOTA HISTORICAL SOCIETY**

Accession Numbers	1 site @ \$75	\$ 75.00
Storage space	1 cu.ft. @ \$285	285.00
MHS transfer fee		115.00
Principal Investigator	6 hr. @ \$65.92	395.52
Lab Supervisor	15 hr. @ \$46.45	696.75
Mileage	300 mi. @ \$0.655	196.50
Parking		6.00
<b>TOTAL CURATION COSTS</b>		<b>\$ 1,769.77</b>

**TOTAL PROJECT COSTS WITH CURATION \$21,177.46**



## Resolution to Award and Approve the Sky Harbor (DYT) Snow Removal Equipment Building Construction Contract Between the Duluth Airport Authority and Gardner Builders in the Amount of \$1,095,679

**Terms:**

- Estimated Administrative start date of July 18, 2023
- Estimated Construction start date of August 1, 2023
- Substantial completion date of July 1, 2024
- Sitework completion date of October 31, 2023.

**Agreement Overview:**

A new Snow Removal Equipment (SRE) Building is proposed to be constructed on the southeast portion of the apron area. The SRE will be 40' x 40' prefabricated metal engineered structure with providing vehicle parking space for DAA employees. The SRE Building will meet the Floodplain & Shoreland requirements from the City of Duluth, while adequately providing fire separation spacing between the SRE and adjacent hangar with 1-hr fire rated wall. The Base Bid Schedule A included the building and eligible site preparation. Schedule B included FAA-eligible plumbing fixtures. Schedule C included FAA-ineligible watermain connections.

**Background:**

Bids were received using Bid Express by SEH on behalf of the City of Duluth by 2:00pm on June 22, 2023 for the above referenced project. Two contractors submitted bids: the low bid was above the engineer's estimate by 20 percent.

Engineer's Estimate	\$907,055.00
<b>Gardner Builders</b>	<b>\$1,095,679.00</b>
Lakehead Constructors, Inc.	\$1,219,507.00

The AIP-eligible portion of the SRE Building of the project is anticipated to be funded at 90% by the Federal Aviation Administration. The local contribution for the AIP-eligible portion of the project is anticipated to be 5 percent for Duluth Airport Authority, and the contribution from Minnesota Department of Aeronautics Department of Transportation (MnDOT) is anticipated to be 5 percent.

The AIP-ineligible portions of the SRE Building include connection of the watermain, and this is anticipated to be funded at 70 percent by Minnesota Department of Aeronautics Department of Transportation (MnDOT) and a local contribution by Duluth Airport Authority at 30 percent.

Attached is a copy of the draft contract. This resolution includes the award of the contract, including Schedules A, B, and C in the amount of \$1,095,679.00. Execution of the contract will be contingent on verification and compliance of the necessary bonds and insurance certificate with contract requirements.

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between the Sky Harbor Airport on behalf of the Duluth Airport Authority  
(Owner) and Gardner Builders (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2023 Construct SRE Building, Sky Harbor Airport.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construction of a Snow Removal Equipment (SRE) building at Sky Harbor Airport.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within by July 1, 2024 after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by August 1, 2024 after the date when the Contract Times commence to run.

B. Sitework Milestone. All earthwork (excavation, foundation, footings, temporary shoring, etc.), sitework (utilities, paving, concrete, etc.) and all related construction elements at or below finished grade must be completed by **October 15, 2023**.

C. Excavation Requirement. The contractor must complete all excavation (below existing grade including but not limited to excavation for new structure foundation, footings and utilities) **within 14 calendar days**. This requirement is for the airport to coordinate with tribal monitoring, which is subject to contracting outside of the scope of the project. Notification prior to commencing is required.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly,

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Sitework Milestone Completion: Substantial Completion: Contractor shall pay Owner **\$1,000.00 for each day** that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Substantial Completion: Contractor shall pay Owner **\$500.00 for each day** that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
3. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$200.00 for each day** that expires after such time until the Work is completed and ready for final payment.
4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. Should taxiway lights be damaged or knocked down, the Contractor shall be assessed **\$1,000 per light occurrence**.
- B. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- C. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- D. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in Contractor's Bid.

The Bid Prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

The Estimated Total of All Unit Price Work is: \$ 1,095,679.00

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Payments will be due 30 days after approval.

### 6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
    - a. 95 percent of Work completed (with the balance being retainage).
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Within 60 days of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed; less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions; and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. Upon completion or correction and acceptance of said Work, Owner shall pay the amounts withheld within 60 days as recommended by Engineer.
  - 1. After Substantial Completion Owner shall also withhold one percent of the value of the Contract or \$500, whichever is greater, pending completion and submission of all "final paperwork" by the Contractor as defined by Minnesota Statutes, section 15.72, subdivision 2.(e)(2). Owner shall pay said amount withheld after Substantial Completion within 60 days of submission of all final paperwork as recommended by Engineer.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### 6.04 *Interest*

All amounts not paid when due shall bear interest at the rate of four percent (4%) per annum.

### 6.05 *Electronic Payment Requirements*

- A. All payments to the successful Contractor are required to be via Automated Clearing House (ACH). Reference Article 24 of Document 00 21 13 Instructions to Bidders Online Bidding.
- B. Contractor delay in submitting forms in **Appendix E** to the Sponsor shall negate the Contractor's right to collect interest as referenced in Section 6.04 until the issue is resolved.

## **ARTICLE 7 – CONTRACT DOCUMENTS**

### **7.01 Contents**

- A. The Contract Documents consist of the following:
1. Addenda (numbers 00 00 1\_\_ to 00 00 1\_\_, inclusive).
  2. This Agreement (pages 00 52 00-1 to 00 52 00-7, inclusive).
  3. Performance Bond (Document 00 61 13).
  4. Payment Bond (Document 00 61 14).
  5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
  6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-8, inclusive).
  7. Specifications as listed in the table of contents of the Project Manual.
  8. The Drawings listed in the index located on Drawing Sheet G000 (Title Sheet).
  9. Exhibits to this Agreement (enumerated as follows).
    - a. Contractor's Bid (Document 00 41 00).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_ to \_\_\_, inclusive).
    - c. Certificate of Insurance.
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Field Order(s).
    - c. Work Change Directive(s).
    - d. Change Order(s).
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing

surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### **ARTICLE 9 – MISCELLANEOUS**

#### 9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on July 18, 2023 (which is the Effective Date of the Contract).

OWNER:  
Sky Harbor Airport on behalf of the Duluth Airport Authority

CONTRACTOR:  
Gardner Builders

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Giving Notices:

Address for Giving Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

License No. \_\_\_\_\_  
(Where Applicable)

Agent for service of process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 4701 Grinden Drive

Address \_\_\_\_\_

Duluth, Minnesota 558811

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**END OF DOCUMENT**



Duluth Airport Authority  
Short Elliott Hendrickson Inc. (SEH) Work Order 2023-9 for Construction  
Administration, Construction Observation, and Closeout for the  
Construction of the SRE Building Project at the Sky Harbor Airport

**Terms:**

- Estimated start date of September 1, 2023
- Completion date of August 1, 2024

**Agreement Overview:**

This work order includes construction administration, construction observation, and closeout for the construction of the SRE Building at Sky Harbor Airport (DYT). The work scope also includes coordination of tribal monitoring, archaeological monitoring, environmental mitigation, and City of Duluth Coordination. The contract provisions included in the Master Agreement (dated 3-27-2023) between the DAA and SEH remain in effect for this work order.

**Background:**

A new Snow Removal Equipment (SRE) Building is proposed to be constructed on the southeast portion of the apron area. The SRE will be 40' x 40' prefabricated metal engineered structure with providing vehicle parking space for DAA employees. The SRE Building will meet the Floodplain & Shoreland requirements from the City of Duluth, while adequately providing fire separation spacing between the SRE and adjacent hangar with 1-hr fire rated wall. The scope of work was delineated between FAA eligible and FAA ineligible work items.

This scope of engineering services includes construction administration, construction observation, project closeout, including shop drawings, quality control, tribal monitoring coordination, DNR permit coordination and mitigation, and project management.

The eligible portions of the project are expected to be funded with AIP & State Apportionment funding at a 90 percent rate by the Federal Aviation Administration (FAA). The local contribution to the DAA is anticipated to be five percent and the contribution from MNDOT is anticipated to be five percent. Ineligible work items will be funded by MnDOT at 70 percent.

# WORK ORDER

No. 2023-9

Between

The Duluth Airport Authority (DAA) (Owner) and  
Short Elliott Hendrickson Inc. (SEH) (Consultant)

Dated: July 18, 2023

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## 2023 CONSTRUCT SRE BUILDING – CONSTRUCTION ADMINISTRATION AND OBSERVATION SKY HARBOR AIRPORT (DYT)

This work order includes professional services for construction administration, observation, and closeout for the construction of the Snow Removal Building at Sky Harbor Airport (DYT). The contract provisions included in the Master Agreement (dated 3-27-2023) between the DAA and SEH remain in effect for this work order.

Estimated start date is September 1, 2023; with a completion date of August 1, 2024.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$158,300.00. FAA eligible work items are included in Scope of Work A-I, and shall be \$154,600. FAA ineligible work items are included in Scope of Work A-II, and shall be \$3,700.

A description of the services to be provided is included in Attachments A-I and A-II. A detailed estimate of labor cost and expenses is included in Attachment B-I and B-II.

Point of Contact: Kaci Nowicki, Principal

### APPROVED:

Duluth Airport Authority (DAA)

Short Elliott Hendrickson Inc.



\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: Principal

Date: \_\_\_\_\_

Date: July 18, 2023

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A-I – Scope of Work  
(FAA Eligible Scope)**

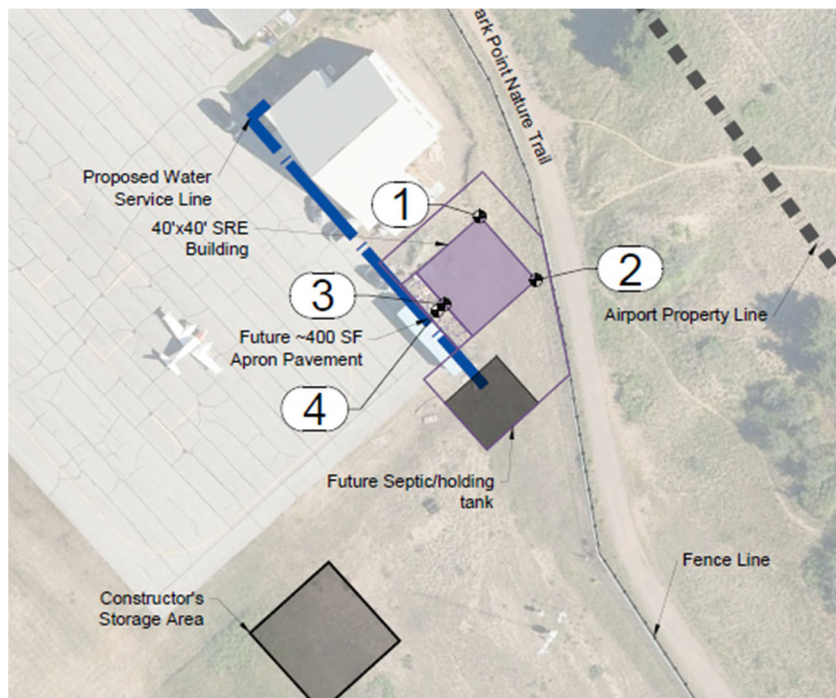
**PROPOSAL FOR ENGINEERING SERVICES – CONSTRUCTION ADMINISTRATION AND  
CLOSEOUT**

**DULUTH, MINNESOTA  
2023 CONSTRUCT SRE BUILDING  
SKY HARBOR AIRPORT**

**PROJECT SCOPE:**

The project consists of constructing a snow removal equipment (SRE) building at the Sky Harbor Airport (DYT). The SRE building will allow for storage of airport snow removal equipment used on the airfield. The airport's existing facility has a small area, located within the hangar adjacent to the A/D building, to store equipment. Constructing the proposed SRE building will provide a location to protect DYT's investments in equipment and open up the hangar space for aircraft.

The project will include constructing a 40-foot by 40-foot SRE building (1,600-square feet). The SRE building will be located on the southeast corner of the general aviation apron. The proposed location is provided below in **Figure 1**.



**Figure 1** – Proposed Location of SRE Building

**PROPOSED PROJECT SCHEDULE**

The project is scheduled to be substantially completed by July 1<sup>st</sup>, 2024. It is anticipated the work will be performed during weekdays with weekend work as needed. Contractor is anticipated to start in Fall 2023, pending weather, site conditions, and procurement of materials.

July 2023	Construction Procurement Begins, Shop Drawing and Submittal Reviews Begin
August 2023	Construction Begins
Fall 2023/Spring 2024	Substantial Completion (Site Work)
July 1 <sup>st</sup> , 2024	Substantial Completion (Building)
Summer/Fall 2024	Closeout Process Begins

**SCOPE OF SERVICES:**

Services to be provided under this proposal include construction observation and administration as well as closeout report services and project management.

Specific tasks to be performed by the Consultant include the following:

**Work Element 1: Construction Administration Services**

- 1.1. **Scope Development:** Consultant will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with Duluth Airport Authority (Sponsor) and the Federal Aviation Administration (FAA) for scope review, preparation of the final scope, fee proposal development, and contract negotiations. As part of the scope development, Consultant will coordinate and obtain scope and fee estimates for subconsultant work including quality assurance testing, mechanical design, and electrical design.
- 1.2. **Project Administration Services:** Consultant will provide office engineering staff, CAD personnel, and administrative staff that will assist the construction project team as necessary during construction in response to Requests for Information (RFI), plan or specification clarifications, change orders and other issues that may arise. Other administrative tasks include project set up and invoicing, internal meetings (quarterly, four total), RFI log development and management, progress reports, and contract management.
- 1.3. **Permit Coordination:** Consultant will review applicable permits related to the project construction, provided by the Contractor. This includes, at a minimum, building permit, erosion control permit, stormwater permit, and SSTS permits. Consultant will assist with the plan review process as required by the building code official.  
  
This task also includes three (3) virtual meetings with City of Duluth staff to coordinate building permit, location, building flood proofing, and code compliance. This includes one-hour meetings and an hour of preparation and one hour of after meeting actions.
- 1.4. **Pre-Construction Meeting:** Consultant will hold a pre-construction meeting (at the airport, expected for 2-hours plus travel) prior to beginning construction to outline and discuss project requirements, administration procedures, airfield pavement closure procedures and requirements, schedules, project responsibilities and communication, Disadvantaged Business Enterprise reporting, contractor submittals, and other construction related information. Consultant will administer the pre-construction meeting, issue notifications, and record meeting minutes. The meeting will be attended by the Contractor, subcontractors (as needed), FAA, Airport and SEH staff, including the Project Manager (at the airport) and representatives from each major discipline (virtually). Travel time is included as a sub-work element.
- 1.5. **Establish Survey Control:** Consultant will establish the necessary horizontal and vertical control for construction staking for the project. (The Contractor is required to provide the construction staking for the remainder of the project.) Travel time is included as a sub-work element.
- 1.6. **Submittal and Shop Drawing Review:** Consultant will review product and material data, shop drawings, samples, Buy-American certifications, mockups and other items required to be submitted by the Contractor. This includes coordination with the DAA to select colors and other products related to the project.
- 1.7. **Progress Meetings:** Construction progress meetings (five meetings in person, nine meetings virtual) will be held on a bi-weekly basis while construction work is being performed. The progress meeting will be attended by SEH staff, including Project Manager and Resident Project Representative (RPR), and other staff as needed or required. It is anticipated that twelve progress meetings (eight 1-hour meetings and four 30-minute meetings) will occur during construction activities and will require inclusion of preparatory and meeting documentation work. Consultant will administer the meetings, issue notifications, and record meeting minutes.

- 1.8. **Pay Applications:** Consultant will prepare five partial pay applications upon throughout construction (one per month). An initial pay application will be prepared for material acquisition (material-on-hand), prior to issuing the Notice to Proceed. A final pay application will be prepared following the final agreement of quantities for all work components and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing pay applications.
- 1.9. **Tribal Monitoring Coordination:** Consultant will facilitate coordination of tribal monitoring and archaeology subconsultant, including coordinating for tribal and archeology subconsultant involvement at the preconstruction meeting and opportunities to participate in weekly construction meetings. Consultant will also assist tribal monitoring staff for on-site visits. It is anticipated the tribal monitoring staff could be on-site for two weeks (10 workdays) during excavation and three additional work days to monitor earthwork.
- 1.10. **DNR Permit Coordination and Mitigation.** Consultant will prepare rare species taking permit application materials and coordinate with the Minnesota Department of Natural Resources (DNR) during the review process. Consultant will transplant rare plants from within the construction limits per DNR mitigation requirements. Consultant will monitor placement of construction fencing or barriers to prevent inadvertent destruction of rare plants not permitted for removal. Consultant will observe management of invasive plants (by others) to verify it is conducted in conformance with instructions in the DNR rare species taking permit.
- 1.11. **Record Drawings:** Consultant will prepare record drawings. Record drawings will incorporate modifications or additions that occurred during construction. Electronic (PDF and CAD) copies of record drawings will be provided to the DAA, MnDOT and FAA.
- 1.12. **Update Airport Layout Plan (ALP):** Consultant will complete an update to the current ALP to reflect as-built conditions.

## **Work Element 2: Construction Observation Services**

- 2.1. **Construction Observation:** Consultant will provide part-time construction observation for the duration of construction. The project is estimated till July 1<sup>st</sup>, 2024 for construction. A resident project representative (RPR) will be onsite during critical portions of construction to ensure that work is performed in accordance with the contract documents. It is estimated the RPR will be onsite for 17 working days (10-hour days) throughout the project. The RPR will document and record construction progress through a daily journal and daily progress reports, when present onsite.
- 2.2. **Construction Inspections:** Consultant will conduct site visits for critical construction items. The site visit is expected to be 3-hours onsite (plus 1-hour of preparation/documentation) for the select discipline. Travel time is included as a sub-work element. The site visits will be conducted as follows by identified disciplines:
  - Foundation and Slab Inspection – Structural Staff (1 Visit)
  - Floodproofing Inspection – Structural and Architectural Staff (2 Visits)
  - Routine Periodic Inspections – Civil and Architectural Staff (3 Visits)
- 2.3. **Dry Hydrant Code Compliance:** Consultant will coordinate with City of Duluth Fire Department to determine suitability of the existing dry fire hydrant on-site to meet fire code requirements. This task includes coordination of flow rate testing (testing performed by contractor paid for by DAA), analysis of results, and additional coordination. Construction efforts will include final certification for building occupancy.
- 2.4. **Final Inspection/Punch List:** Consultant will conduct a final inspection with the Contractor after completion of the work and prior to substantial project acceptance. Consultant representatives will include Project Manager and one discipline lead from each of the following: civil, structural, and architectural. A punch list will be developed by the Consultant and provided to the Contractor if deficiencies are found. The punch list will be a tracking document and progress on the items will be recorded until issues are resolved. The final inspection is expected to include 3-hours onsite

(plus 1-hour of preparation/documentation). One follow-up visit for final walkthrough after final completion of the site work will be conducted by the Project Engineer only. Travel time is included as a sub-work element.

- 2.5. **Warranty Inspection Site Visit:** Consultant will complete one onsite warranty inspection site visit prior to the expiration of the warranty period to identify and document issues to be resolved by the Contractor as part of the warranty guarantee. The inspection is expected to include 5-hours onsite (plus 3-hours of preparation/documentation). Consultant representative will include the Project Engineer only. Travel time is included as a sub-work element.

**Work Element 3: Project Closeout and FAA Reporting**

- 3.1. **FAA Project Quarterly Reports:** Consultant will prepare FAA Quarterly Reports and submit to FAA on a quarterly basis until grant closeout. (Eight submittals anticipated)
- 3.2. **Project Closeout:** Consultant will work with the Contractor to ensure that necessary closeout documents are submitted by the Contractor. These include, but are not limited to, MnDOT form IC-134 documentation, lien waivers, wage rate compliance, and other documentation as identified in the specifications.
- 3.3. **FAA Closeout Report:** Consultant will prepare a Project Closeout Report as required by the FAA by using the Sponsors Guide to Quality Project Closeout Report Requirements (FAA Publication).
- 3.4. **Disadvantaged Business Enterprise (DBE) Requirements:** Consultant will review and submit the required documentation to confirm the Contractor's compliance with the DBE program and goals for this project or provide evidence of "good faith efforts" to meet DBE requirements.
- 3.5. **Buy American Compliance and Waiver:** Consultant will coordinate contractor submittals concerning compliance with required Buy American certifications for submitted materials. In the event the contractor is unable to comply with 100 percent Buy American (which is likely), the consultant will assist the contractor in submitting a waiver to the FAA.

**Work Element 4: Project Management and Stakeholder Engagement**

- 4.1. **Overall Project Management:** Consultant will provide overall administering of the project, including preparing contract modifications, reviewing quality control and testing results, and coordination with the DAA (outside of the meetings task), Contractor, FAA and other regulatory agencies and utilities.
- 4.2. **City of Duluth Coordination:** Consultant will coordinate with the City of Duluth, on behalf of the DAA, throughout the project and ensure City ordinances and Unified Development Chapters (UDC) are followed. Such items involve fire suppression, shoreland & floodplain, fire flows and floodproofing. It is expected the Consultant will communicate with the Duluth Fire Marshal and Planning and Building Services Department of the City of Duluth.
- 4.3. **Subconsultant Coordination:** Scheduling, coordination, and review of deliverables, including subcontracts, shop drawings, submittals, and reports.
- 4.4. **Meetings:** SEH will coordinate and prepare construction update meetings for the following:
- 4.4.1. **Airport Authority Board Meetings:** Consultant (Project Principal) will attend four (4) 30-minute meetings with the Authority Board representatives to discuss project elements, schedule, and updates. These project updates will be scheduled as the DAA requests them throughout the project.
- 4.4.2. **Tenant Meetings:** Consultant will attend (2) Sky Harbor Tenant Meetings (Project Principal & Project Manager) and (2) Park Point Community Club (Project Principal) to provide a project update. Each meeting is expected to include 1-hr of preparation time, 1-hr for meeting. *Travel time for Project Principal and Project Manager is broken out as separate sub-task.*

- 4.5. **Tenant and User Newsletter Notification:** Consultant will develop a monthly newsletter to provide updates on construction activities and identify impacts to airport operations. SEH will assist the DAA with newsletter distribution. It is estimated five newsletters will be issued, including one prior to the project beginning.

Subconsultants performing work under this proposal include the following:

1. Braun Intertec, Inc.: Quality Assurance testing for the building construction will be performed by Braun Intertec of Duluth, Minnesota. See Braun Intertec proposal dated May 12, 2023.
2. The Design Group, Inc. Mechanical, Electrical and Plumbing review, and inspections will be performed by The Design Group, Inc. of Duluth, MN. See The Design Groups proposal dated January 24, 2023.
3. Duluth Archaeology Center L.L.C.. Cultural resource and archaeology monitoring will be performed by Duluth Archaeology Center L.L.C. See Duluth Archaeology Center proposal dated June 5, 2023.

**ATTACHMENT A-II – Scope of Work  
(FAA INELIGIBLE)**

**PROPOSAL FOR ENGINEERING SERVICES – CONSTRUCTION ADMINISTRATION AND  
CLOSEOUT**

**DULUTH, MINNESOTA  
2023 CONSTRUCT SRE BUILDING  
SKY HARBOR AIRPORT**

**PROJECT SCOPE:**

Attachment A-II includes the specific items that are considered ineligible for federal funding.

Generally, the ineligible components of the work include watermain construction to the new SRE Building.

The overall scope and schedule proposed in Scope of Work A-I applies to the ineligible areas.

**SCOPE OF SERVICES:**

Services to be provided under this proposal include construction observation and administration as well as closeout report services and project management.

Specific tasks to be performed by the Consultant include the following:

**Work Element 1: Construction Administration Services**

- 1.1. **Scope Development:** Consultant will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with Duluth Airport Authority (Sponsor), the Federal Aviation Administration (FAA), and MnDOT Aeronautics for scope review, preparation of the final scope, fee proposal development, and contract negotiations, specific to ineligible work items.
- 1.2. **Submittal and Shop Drawing Review:** Consultant will review product and material data, shop drawings, samples, Buy-American certifications, mockups and other items required to be submitted by the Contractor. This includes coordination with the DAA to select colors and other products related to the project. This portion of the task is specific to the ineligible watermain extension.
- 1.3. **Progress Meetings:** Construction progress meetings (five meetings in person, nine meetings virtual) will be held on a bi-weekly basis while construction work is being performed. A representative number of hours are shown to discuss watermain extension scope of work.
- 1.4. **Pay Applications:** Consultant will prepare five partial pay applications upon throughout construction (one per month). An initial pay application will be prepared for material acquisition (material-on-hand), prior to issuing the Notice to Proceed. A final pay application will be prepared following the final agreement of quantities for all work components and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing pay applications. This effort is specific to the work needed for the ineligible portion of the scope of work.
- 1.5. **Record Drawings:** Consultant will prepare record drawings. Record drawings will incorporate modifications or additions that occurred during construction. Electronic (PDF and CAD) copies of record drawings will be provided to the DAA, MnDOT and FAA. This is specific to the watermain extension.

**Work Element 2: Construction Observation Services**

- 2.1. **Construction Observation:** Consultant will provide part-time construction observation for the duration of construction. The project is estimated till July 1<sup>st</sup>, 2024 for construction. A resident project representative (RPR) will be onsite during critical portions of construction to ensure that



work is performed in accordance with the contract documents. It is estimated the RPR will be onsite for 17 working days (10-hour days) throughout the project. The RPR will document and record construction progress through a daily journal and daily progress reports, when present onsite. A representative number of hours are shown to discuss watermain extension scope of work.

**Work Element 4: Project Management and Stakeholder Engagement**

- 4.1. **Overall Project Management:** Consultant will provide overall administering of the project, including preparing contract modifications, reviewing quality control and testing results, and coordination with the DAA (outside of the meetings task), Contractor, FAA and other regulatory agencies and utilities. A representative number of hours are shown to discuss watermain extension scope of work.

Subconsultants performing work under this proposal include the following:

1. None for Ineligible work.

**ESTIMATED FEES AND EXPENSES**  
**ATTACHMENT B-I (FAA ELIGIBLE)**  
**2023 CONSTRUCT SRE BUILDING - CONSTRUCTION ADMINISTRATION & OBSERVATION**  
**SKY HARBOR AIRPORT (DYT)**

Task No.	Task Description	Project Director	Project Manager	Project Engineer	Senior Civil Engineer	Resident Project Representative	Structural Engineer	Sr. Biologist	Architect	Survey Crew Chief	Senior Planner	Senior Technician	Administrative Assistant
<b>Work Element #1: Construction Administration Services</b>													
1.1	Scope Development	1	3	1									
1.2	Project Administration Services	1	6	4	1		2		2			8	2
1.3	Permit Coordination			2				1					
1.4	Pre-Construction Meeting	2	8	4	2	2	2		2				
1.4.1	Pre-Construction Travel Time (Madison)		10										
1.5	Establish Survey Control									6			
1.5.1	Survey Travel Time (St. Paul)									4			
1.6	Submittal and Shop Drawing Review		6	6	4		14		14				
1.7	Progress Meetings (12 Total)		9	3	4	10	4		4				
1.7.1	Meeting Travel Time (Madison)		10										
1.8	Pay Applications (6 Total)		4	11									
1.9	Tribal Monitoring Coordination							24					
1.10	DNR Permit Coordination and Mitigation							40					
1.11	Record Drawings		1	3	1	2	1		1			8	
1.12	Update Airport Layout Plan (ALP)			1							4		
<b>Work Element #2: Construction Observation Services</b>													
2.1	Construction Observation (15-Onsite Days)					142							
2.2	Construction Inspections (6 Visits Total)			4			8		8				
2.2.1	Construction Inspections Travel Time			4			8		8				
2.3	Dry Hydrant Code Compliance		1	6									
2.4	Final Inspection/Punch List		2	4	2		2		2				
2.4.1	Final Inspections Travel Time (St. Paul)		10	4	6		4		4				
2.5	Warranty Inspection Site Visit			8									
2.5.1	Warranty Inspection Travel Time (St. Paul)			4									
<b>Work Element #3: Project Closeout and FAA Reporting</b>													
3.1	FAA Project Quarterly Reports		2	6									
3.2	Project Closeout		2	4									
3.3	FAA Closeout Report			4									2
3.4	Disadvantaged Business Enterprise (DBE)			2									2
3.5	Buy American Compliance and Waiver		1	6									2
<b>Work Element #4: Project Management and Stakeholder Engagement</b>													
4.1	Overall Project Management	2	11	9			1		1				
4.2	City of Duluth Coordination	2	16	4									
4.3	Subconsultant Coordination		2	6									
4.4	Meetings	2	2										
4.4.1	Airport Authority Board Meetings	4	2										
4.4.2	Tenant Meetings	4	4										
4.4.2.1	Travel Time for Tenant Meetings (St. Paul)	8										4	1
4.5	Tenant and User Newsletter (4 Total)			4									
<b>Total hours per labor category</b>		<b>26</b>	<b>112</b>	<b>110</b>	<b>20</b>	<b>156</b>	<b>46</b>	<b>65</b>	<b>46</b>	<b>10</b>	<b>4</b>	<b>20</b>	<b>9</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Project Director	26	\$82.21	\$2,137.46
Project Manager	112	\$63.88	\$7,154.56
Project Engineer	110	\$45.40	\$4,994.00
Senior Civil Engineer	20	\$60.15	\$1,203.00
Resident Project Representative	156	\$41.23	\$6,431.88
Structural Engineer	46	\$54.60	\$2,511.60
Sr. Biologist	65	\$55.00	\$3,575.00
Architect	46	\$67.29	\$3,095.34
Survey Crew Chief	10	\$40.18	\$401.80
Senior Planner	4	\$52.50	\$210.00
Senior Technician	20	\$45.99	\$919.80
Administrative Assistant	9	\$34.07	\$306.63

Total Direct Labor Costs: 624.0 \$32,941.07

Direct Salary Cost plus Overhead (88.00%) \$61,929.21

**Total Labor Costs \$94,870.28**

**Fee (15%) \$14,230.54**

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	7,850	\$0.65	\$5,102.50
Computer Charges	624.0	\$5.80	\$3,619.20
Construction Auto Allowance	15	\$16.00	\$240.00
Per Diem	15	\$200.00	\$3,000.00
Survey GPS Equipment	10	\$35.00	\$350.00
Survey Vehicle Allowance	10	\$4.90	\$49.00
Geotechnical Testing Services (Braun Intertec)	1	\$12,000.00	\$12,000.00
MEP Services (The Design Group Inc.)	1	\$4,350.00	\$4,350.00
Archaeology Subconsultant (Duluth Archaeology)	1	\$16,737.71	\$16,737.71
Reproductions / Miscellaneous	1	\$100.00	\$100.00

**Total Expenses \$45,548.41**

Total (Labor Costs + Fee + Expenses) \$154,649.23

**SUMMARY:**

**Estimated Total \$154,600.00**

**ESTIMATED FEES AND EXPENSES**  
**ATTACHMENT B-II (FAA INELIGIBLE)**  
**2023 CONSTRUCT SRE BUILDING - CONSTRUCTION ADMINISTRATION & OBSERVATION**  
**SKY HARBOR AIRPORT (DYT)**

Task No.	Task Description	Project Director	Project Manager	Project Engineer	Senior Civil Engineer	Resident Project Representative	Structural Engineer	Sr. Biologist	Architect	Survey Crew Chief	Senior Planner	Senior Technician	Administrative Assistant
<b>Work Element #1: Construction Administration Services</b>													
1.1	Scope Development		1	1									
1.2	Submittal and Shop Drawing Review		2	2									
1.3	Progress Meetings (12 Total)		1	1									
1.4	Pay Applications (6 Total)			1									
1.50	Record Drawings			1									
<b>Work Element #2: Construction Observation Services</b>													
2.1	Construction Observation (1 Onsite Day)					8							
<b>Work Element #4: Project Management and Stakeholder Engagement</b>													
4.1	Overall Project Management		1	1									
<b>Total hours per labor category</b>		<b>0</b>	<b>5</b>	<b>7</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Project Director	0	\$82.21	\$0.00
Project Manager	5	\$63.88	\$319.40
Project Engineer	7	\$45.40	\$317.80
Senior Civil Engineer	0	\$60.15	\$0.00
Resident Project Representative	8	\$41.23	\$329.84
Structural Engineer	0	\$54.60	\$0.00
Sr. Biologist	0	\$55.00	\$0.00
Architect	0	\$67.29	\$0.00
Survey Crew Chief	0	\$40.18	\$0.00
Senior Planner	0	\$52.50	\$0.00
Senior Technician	0	\$45.99	\$0.00
Administrative Assistant	0	\$34.07	\$0.00

Total Direct Labor Costs:	20.0	\$967.04
Direct Salary Cost plus Overhead (88.00%)		\$1,818.04
<b>Total Labor Costs</b>		<b>\$2,785.08</b>
<b>Fee (15%)</b>		<b>\$417.76</b>

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	300	\$0.65	\$195.00
Computer Charges	20.0	\$5.80	\$116.00
Construction Auto Allowance	1	\$16.00	\$16.00
Per Diem	1	\$200.00	\$200.00

<b>Total Expenses</b>	<b>\$527.00</b>
Total (Labor Costs + Fee + Expenses)	\$3,729.84

**SUMMARY:**

Estimated Total	<b>\$3,700.00</b>
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May 12, 2023

Proposal QTB177941

Ryan Falch, PE  
SEH, Inc.  
3535 Vadnais Center Drive  
Saint Paul, MN 55110

Re: Proposal for Special Inspection and Testing Services  
Snow Removal Equipment (SRE) Building Construction  
Sky Harbor Regional Airport  
5000 Minnesota Avenue  
Duluth, Minnesota

Dear Mr. Falch:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the Snow Removal Equipment (SRE) Building project at the Sky Harbor Regional Airport in Duluth, Minnesota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

## **Our Understanding of Project**

We understand this project will include the construction of a new SRE Building and concrete exterior apron on the southeast end of the General Aviation apron. The proposed facility will consist of a pre-manufactured steel building supported on cast in place concrete footings and walls. The concrete apron is planned to be constructed on the southwest side of the building and consist of 12 inches of granular subbase, 6 inches of Class V Aggregate Base, and 6 inches of Concrete Pavement.

## **Available Information**

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by SEH, dated May 10, 2023.
- A geotechnical report for prepared by Braun Intertec Corporation under Project Number B2204701, dated July 20, 2022.

## **Project Approach and Staff Qualifications**

### **Special Inspections**

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration, and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

### **Qualifications and Experience**

ICC certified special inspectors, or qualified technicians working under the direction of ICC certified special inspectors, will provide the required special inspection services under the direction of a licensed professional engineer. Through experience and examination, our ICC certified special inspectors and qualified technicians have demonstrated their ability to provide special inspection services.

### **Inspections and Reporting**

Our special inspectors summarize the nature, extent and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

### **Communications**

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

### **Construction Materials Testing**

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

## Scope of Services

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in Summer of 2023 and will be substantially completed in 120 days.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.
- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- No special site specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

## Cost

We will furnish the services described in this proposal for a total estimated fee of **\$12,000**. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if time frames are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor.

The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

## **General Remarks**

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Agreement for Professional Services dated July 2, 2008

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Anderson at 320.305.0628 (coanderson@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE  
Project Engineer



Aaron M. Tast  
Aviation Account Leader



Joseph C. Butler, PE  
Business Unit Leader, Senior Engineer

Attachments:  
Cost Estimate Table

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The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

---

**Authorizer's Firm**

---

**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**



# Project Proposal

QTB177941

## Sky Harbor SRE Building Construction

<b>Client:</b> Short Elliott Hendrickson, Inc. Ryan Falch 3535 Vadnais Center Dr Saint Paul, MN 55110	<b>Work Site Address:</b> Sky Harbor Regional Airport 5000 Minnesota Ave. Duluth, MN 55802	<b>Service Description:</b> Construction Testing & Special Inspection Sky Harbor Airport Duluth, MN
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	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>CMT / Special Inspection</b>				
<b>Activity 1.1</b>	<b>Soils</b>				<b>\$3,750.00</b>
206	Excavation Observations	4.00	Hour	120.00	\$480.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation Excavations	1.00	Trips	4.00	4.00
1861	CMT Trip Charge	1.00	Each	30.00	\$30.00
207	Compaction Testing - Nuclear	18.00	Hour	90.00	\$1,620.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation Backfill	1.00	Trips	3.00	3.00
	Granular Borrow	2.00	Trips	3.00	6.00
	Aggregate Base	2.00	Trips	3.00	6.00
	Subgrade	1.00	Trips	3.00	3.00
1308	Nuclear moisture-density meter charge, per hour	18.00	Each	15.00	\$270.00
209	Sample pick-up	3.00	Hour	90.00	\$270.00
1318	Moisture Density Relationship (Standard), per sample	3.00	Each	190.00	\$570.00
1162	Sieve Analysis with 200 wash, per sample	2.00	Each	150.00	\$300.00
1861	CMT Trip Charge	7.00	Each	30.00	\$210.00
<b>Activity 1.2</b>	<b>Concrete</b>				<b>\$3,560.00</b>
260	Concrete Observations	3.00	Hour	110.00	\$330.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	1.00	Trips	1.50	1.50
	Foundation Walls	1.00	Trips	1.50	1.50
261	Concrete Testing	20.00	Hour	90.00	\$1,800.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	1.00	Trips	4.00	4.00
	Foundation Walls	1.00	Trips	4.00	4.00
	Slab On Grade	1.00	Trips	4.00	4.00
	Sidewalks	1.00	Trips	4.00	4.00
	Exterior Concrete Apron	1.00	Trips	4.00	4.00
278	Concrete Cylinder Pick up	5.00	Hour	90.00	\$450.00
1364	Compressive strength of concrete cylinders (ASTM C 39), each	22.00	Each	35.00	\$770.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	1.00	Set	5.00	5.00
	Foundation Walls	1.00	Set	5.00	5.00
	Slab On Grade	1.00	Set	4.00	4.00
	Sidewalks	1.00	Set	4.00	4.00
	Exterior Concrete Apron	1.00	Set	4.00	4.00
1861	CMT Trip Charge	7.00	Each	30.00	\$210.00
<b>Activity 1.3</b>	<b>Steel</b>				<b>\$1,810.00</b>
605	ICC Structural Steel Technician	12.00	Hour	130.00	\$1,560.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Welding, Framing, Bolting	2.00	Trips	6.00	12.00

**Project Proposal**  
**QTB177941**  
**Sky Harbor SRE Building Construction**

1664	NDE Trip charge	2.00	Each	125.00	\$250.00
<b>Activity 1.4</b>	<b>Project Management</b>				<b>\$2,880.00</b>
238	Project Assistant	3.00	Hour	90.00	\$270.00
226	Project Manager	4.00	Hour	155.00	\$620.00
228	Senior Project Manager	6.00	Hour	180.00	\$1,080.00
1856	Vehicle mileage, per mile	250.00	Each	1.00	\$250.00
126	Project Engineer	4.00	Hour	165.00	\$660.00
<b>Phase 1 Total:</b>					<b>\$12,000.00</b>

<b>Proposal Total:</b>	<b>\$12,000.00</b>
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1711 East 13th Street  
Suite 201  
Hibbing, MN 55746  
PH: 218.262.1959  
FX: 218.262-1976  
www.thedgroup.org

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January 24, 2023

Short Elliot Hendrickson, Inc.  
Attn: Ryan Falch, PE  
Senior Engineer | Airport Planning and Design

**RE: Duluth Sky Harbor Airport SRE – Construction Administration**

Ryan,

The Design Group, Inc. is pleased to submit this proposal for MEP construction administration services for the new SRE Building at the Duluth Sky Harbor Airport. Our services will include the following items:

- Virtual attendance for Preconstruction meeting
- Virtual attendance for bi-weekly progress meetings (12 total, 30-mins each)
- (3) periodic project site visits
- (1) Final Project site visit for punch list
- Shop drawing review time/coordination
- Contractor RFI questions
- Record Drawing Mark-up of TDG sheets
- Project Administration overall

The Design Group proposes to charge a lump sum fee of Four Thousand Three Hundred Fifty dollars (\$4,350.00) for the work described above. These fees will cover all costs incurred by the Design Group including telephone calls, postage, etc. Additional services can be provided at an hourly rate or as agreed to prior to beginning the additional work. Thank you for the opportunity to submit this proposal!

**ADDITIONAL SERVICES:**

Any Additional Services beyond the Basic Services outlined above will be performed only upon your instruction and will be billed at the following hourly rates:

- Sr. Professional Engineer - \$145.00
- Sr. Technical Designer - \$95.00

**TERMS AND CONDITIONS:**

The Design Group, Inc. (TDG) shall perform the services outlined in this agreement for the stated fee arrangement.

**Fee**

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis. The rates shall be those that prevail at the time services are rendered.

### **Billings/Payments**

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within thirty (30) days after the invoice date and TDG may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid ninety (90) days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

### **Access to Site**

Unless otherwise stated, TDG will have access to the site for activities necessary for the performance of the services. TDG will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### **Termination of Services**

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay TDG for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

### **Ownership Documents**

All documents produced by the TDG under this agreement shall remain the property of TDG and may not be used by the Client for any other endeavor without the written consent of TDG.

### **Dispute Resolution**

Any claim or dispute between the Client and TDG shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). The laws of the principal place of business of TDG shall govern this agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "O. Maki", is written over a light blue rectangular background.

The Design Group, Inc.  
Otto W. Maki, Principal

**SCOPE OF WORK: MONITORING OF THE SRE BUILDING CONSTRUCTION AT SKY HARBOR, DULUTH, ST. LOUIS COUNTY, MINNESOTA**

**I. FIRM NAME** Duluth Archaeology Center, L.L.C.  
5910 Fremont St. Suite 1, Duluth MN 55807

Dr. Susan Mulholland (president)  
tel: 218/624-5489, fax: 218/249-0765, email: archcenter @ aol.com

**II. PROJECT OBJECTIVES**

The objective of this project is to monitor construction of the SRE building at Sky Harbor in the City of Duluth, St. Louis County, Minnesota. The construction project is to construct a 1,600 square foot building within the fenced area at Sky Harbor, located on Minnesota Point. Monitoring of construction was requested by Federal Aviation Administration (FAA), which will review the project. A Monitoring/Unanticipated Discoveries Plan will be developed to guide the project; it will be based on the SHPO/OSA manuals for archaeological investigations (Anfinson 2011) and accidental uncovering of burials (Anfinson 2008). Field monitoring is proposed during the anticipated ground disturbance portions of the project.

**III. WORK PLAN**

Contractor will complete the following tasks:

- **Task 1: Administration**  
Contractor will conduct accounting and record keeping; obtain a State archaeology license from OSA. The Monitoring/Unanticipated Discoveries Plan will be developed in advance of requesting the State license.
- **Task 2: Monitoring**  
Contractor will conduct monitoring of ground disturbance activities during construction of the SRE building at Sky Harbor for both archaeological materials and possible human remains. Field work will follow standards set in the Monitoring/Unanticipated Discoveries Plan (based on Anfinson 2011, 2008).
- **Task 3: Reporting**  
Contractor will write a report of all monitoring activities during the SRE building construction project.

**Project Schedule**

Contractor will start work after written authorization from the client. A total of 23 person days in the field is included in the scope based on the construction schedule in 2023 and 2024. Field work will be scheduled in coordination with the client to fit the construction schedule. If

concurrent disturbance activities are conducted, additional personnel may be needed to conduct monitoring.

Curation

Any collected artifacts will be prepared for curation at the Minnesota Historical Society (or another approved facility) as per the State archaeology license requirements. Curation costs are included in the proposal as separate expenses.

**IV. BUDGET**

The budget is prepared on a separate sheet. Expenses will be charged as incurred.

**V. PERSONNEL**

- Dr. Susan Mulholland: principal investigator, project supervisor
- Jennifer Shafer: accountant

**VI: APPROVED BY**



Name: Susan C. Mulholland

Date: June 1, 2023

Title: President Duluth Archaeology Center

Anfinson, S.F.

2011 *State Archaeologist's Manual for Archaeological Projects in Minnesota*. Office of the State Archaeologist, Fort Snelling History Center, St. Paul.

2008 *State Archaeologist's Procedures for Implementing Minnesota's Private Cemeteries Act (MS 307.08)*. Office of the State Archaeologist, Department of Administration.

**MONITORING FOR SRE BUILDING CONSTRUCTION PROJECT, SKY HARBOR,  
DULUTH, ST. LOUIS COUNTY, MINNESOTA**

**TASK 1: ADMINISTRATION/PLAN DEVELOPMENT**

Principal Investigator	24 hr. @ \$65.92	\$1,582.08
Computer Technician	3 hr. @ \$45.97	137.91
Account Manager	1 hr. @ \$48.31	48.31
Supplies		25.00
photocopies	200 @ \$0.10	20.00
<b>TOTAL PRE-FIELD</b>		<b>\$1,813.30</b>

**TASK 2: FIELD MONITORING**

Principal Investigator	130 hr. @ \$65.92	\$ 8,569.60
mileage	650 mi. @ \$0.655	425.75
per diem	23 days @ \$50	1,150.00
lodging	10 nights @ \$120	1,200.00
<b>TOTAL PRE-FIELD</b>		<b>\$11,345.35</b>

**TASK 3: REPORTING**

Principal Investigator	12 hr. @ \$65.92	\$ 791.04
Computer Supervisor	6 hr. @ \$46.45	278.70
Lab Technician	15 hr. @ \$45.97	689.55
Photocopies	250 @ \$0.10	25.00
Report production		15.00
Postage/Delivery		10.00
<b>TOTAL REPORT PRODUCTION</b>		<b>\$ 1,809.29</b>

**TOTAL PROJECT COSTS \$14,967.94**

**CURATION COSTS AT MINNESOTA HISTORICAL SOCIETY**

Accession Numbers	1 site @ \$75	\$ 75.00
Storage space	1 cu.ft. @ \$285	285.00
MHS transfer fee		115.00
Principal Investigator	6 hr. @ \$65.92	395.52
Lab Supervisor	15 hr. @ \$46.45	696.75
Mileage	300 mi. @ \$0.655	196.50
Parking		6.00
<b>TOTAL CURATION COSTS</b>		<b>\$ 1,769.77</b>

**TOTAL PROJECT COSTS WITH CURATION \$16,737.71**

Resolution to Award and Approve the Duluth International Airport (DLH) Taxiway A – Phase 3 Construction Contract Between the Duluth Airport Authority and KGM Contractors Inc. in the amount of \$11,197,150.

**Terms:**

- Estimated Administrative start date of August 1, 2023
- Estimated Construction start date of May 21, 2024
- Construction duration of 146-calendar days
- Substantial completion date of October 13, 2024

**Agreement Overview:**

Existing Taxiway A and Taxiway C pavements at the project site have generally reached the end of their useful life. Taxiway A pavement between Taxiway A4 and Runway 3-21 will be reconstructed with concrete pavement. Taxiway C pavement between Taxiway A and Runway 9-27 will also be reconstructed in concrete pavement. These pavements will be constructed to satisfy TDG 5 design criteria, including installation of a typical 75-foot pavement width with asphalt pavement shoulders 25-feet in width, with the Minnesota Air National Guard contributing to pavement reconstruction costs for FAA-ineligible portions of the proposed wider pavement to satisfy military requirements. Taxiway C pavement located south of Taxiway A, including Taxiway C3 and Taxiway C4, will be reconstructed in bituminous, with a typical 50' pavement width with asphalt pavement shoulders 15-feet in width. Toward ensuring safe airfield operations for this Taxiway C corridor, the Duluth Airport Authority will provide funding for FAA-ineligible portions of these pavements to achieve slightly wider pavements than allowed through FAA funding. Base Bid Schedule A work will generally include reconstruction of Taxiway A between Taxiway A4 and Runway 3-21, as well as reconstruction of Taxiway C between Runway 9-27 and Taxiway C3, including the reconstruction of Taxiway C3. Bid Alternate Schedule B work will generally include reconstruction of Taxiway C between Taxiway C3 and Taxiway C4, including the reconstruction of Taxiway C4.

**Background:**

Bids were received using Bid Express by SEH on behalf of the City of Duluth by 2:00pm on July 11, 2023 for the above referenced project. Five contractors submitted a bid: the low bid was below the engineer's estimate by 5 percent.

Engineer's Estimate	\$11,800,152.97
<b>KGM Contractors, Inc.</b>	<b>\$11,197,150.00</b>
Shafer Contracting Co., Inc.	\$11,708,108.00
Ulland Brothers, Inc.	\$11,680,390.00
Northland Constructors of Duluth	\$11,897,699.00
Ames Construction, Inc.	\$12,186,584.00

The FAA eligible portion of the Taxiway A Reconstruction – Phase 3 project is anticipated to be funded at a 90 percent rate by the Federal Aviation Administration and at a 5 percent rate by the



Minnesota Department of Transportation (MnDOT). The local contribution for the AIP-eligible portion of the project is anticipated to be 5 percent for the Duluth Airport Authority.

The FAA ineligible portions of the Taxiway A Reconstruction – Phase 3 project are anticipated to be funded by either the Duluth Airport Authority or the Minnesota Air National Guard.

Attached is a copy of the contract. This resolution includes the award of the contract, including Base Bid Schedule A and Bid Alternate Schedule B. Execution of the contract will be contingent on verification and compliance of the necessary bonds and insurance certificate with contract requirements.

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between the Duluth Airport Authority  
(Owner) and KGM Contractors Inc. (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Taxiway A Reconstruction – Phase 3.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Reconstruction of portions of Taxiway A and Taxiway C, and associated connecting taxiway pavements.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. All work shall be substantially complete in 146 calendar days from start of construction. Construction is scheduled to commence on May 21, 2024. No construction or contractor access to the project site will be allowed during the DLH Airshow event on May 17-19, 2024. Final Completion, addressing all punch list items, shall be achieved 15 days after substantial completion is achieved.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1 – Phase 3A, Phase 3A-1, and Phase 3B work shall be complete in 70 calendar days, substantially complete by July 29, 2024.

Included in this work is a requirement to limit the temporary closure of Runway 3-21 as required for Phase 3A-1 construction to a period of 14 calendar days.

Phase 3B construction requires that Runway 9/27 shall be closed for 60 consecutive hours for this phase upon approval from the DAA and other closures of Runway 9/27 for this phase shall be performed in 7 night closures approved by the DAA.

2. Milestone 2 - Phase 3C and Phase 3D work will start following the completion of Phase 3A, Phase 3A-1, and Phase 3B work, and shall be complete in 38 calendar days, achieving substantial completion by September 5, 2024.

Addendum No. 1

Included in this work is a requirement to limit the temporary closure of Runway 3-21 as required for Phase 3D construction to a period of 14 calendar days.

3. Milestone 3 – Phase 3E and Phase 3E-1 work will start following the completion of Phase 3C and Phase 3D work, and shall be complete in 38 calendar days, achieving substantial completion by October 13, 2024. Phase 3E and Phase 3E-1 work is considered the Bid Alternate portion of project work.

Included in this work is a requirement to limit the temporary closure of Runway 3-21 as required for Phase 3E-1 construction to a period of 14 calendar days.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed and milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$3000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$3000.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Milestones: Contractor shall pay Owner \$3000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestones 1, 2, and 3 until Milestones 1, 2, and 3 are achieved.
4. **For any delayed re-opening of a closure of Runway 9/27, Contractor shall pay Owner \$1000.00 for each hour that Runway 9/27 remains closed beyond the planned closure window established by the DAA.**
5. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in Contractor's Bid.

The Bid Prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

The Estimated Total of All Unit Price Work (Base Bid Schedule A and Bid Alternate Schedule B) is:

\$           \$11,197,150.00          

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions, Supplementary Conditions, and Section 90, *Measurement and Payment*. Payments will be due 30 days after approval.

6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
    - a. 95 percent of Work completed (with the balance being retainage).
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Within 60 days of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed; less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions; and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. Upon completion or correction and acceptance of said Work, Owner shall pay the amounts withheld within 60 days as recommended by Engineer.
  - 1. After Substantial Completion Owner shall also withhold one percent of the value of the Contract or \$500, whichever is greater, pending completion and submission of all "final paperwork" by the Contractor as defined by Minnesota Statutes, section 15.72, subdivision 2.(e)(2). Owner shall pay said amount withheld after Substantial Completion within 60 days of submission of all final paperwork as recommended by Engineer.

Addendum No. 1

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

All amounts not paid when due shall bear interest at the rate of four percent (4%) percent per annum.

6.05 *Electronic Payment Requests*

- A. All payments to the successful Contractor are required to be via Automated Clearing House (ACH). Reference Article 27 of Document 00 21 13 Instructions to Bidders – Electronic Payment Requirements.
- B. Contractor delay in submitting forms in **Appendix I** to the Sponsor shall negate the Contractor's right to collect interest as referenced in Section 6.04 until the issue is resolved.

**ARTICLE 7 – CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. Addenda (numbers 00 00 1\_\_ to 00 00 1\_\_, inclusive).
  - 2. This Agreement (pages 00 52 00-1 to 00 52 00-7, inclusive).
  - 3. Performance Bond (Document 00 61 13).
  - 4. Payment Bond (Document 00 61 14).
  - 5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
  - 6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-10, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. The Drawings listed in the index located on Drawing Sheet *G0.01 – Table of Contents*.
  - 9. Exhibits to this Agreement (enumerated as follows).
    - a. Contractor's Bid (Document 00 41 00).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_ to \_\_\_, inclusive).
    - c. Certificate of Insurance.
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Field Order(s).
    - c. Work Change Directive(s).
    - d. Change Order(s).
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

Addendum No. 1

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

**8.01 Contractor's Representations**

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**8.02 Contractor's Certifications**

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

Addendum No. 1

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 9 – MISCELLANEOUS**

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Addendum No. 1

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on July 18, 2023 (which is the Effective Date of the Contract).

OWNER:

Duluth Airport Authority

By: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Giving Notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 4701 Grinden Drive

Duluth, MN 55811

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

CONTRACTOR:

KGM Contractors Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Giving Notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_  
(Where Applicable)

Agent for service of process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**END OF DOCUMENT**





**Duluth Airport Authority**  
**Short Elliott Hendrickson Inc. (SEH) Work Order 2023-11 for Construction Administration,**  
**Observation, and Closeout for the Taxiway A Reconstruction – Phase 3 and Taxiway C South**  
**Reconstruction at the Duluth International Airport**

**Terms:**

- Estimated start date of July 1, 2023
- Estimated end date of December 31, 2024

**Fiscal Impact:**

- Base Bid Fee = \$964,800.00
- Alternate Fee = \$310,600.00
- Total Fee = \$1,275,400.00

**Agreement Overview:**

This work order includes construction administration, observation, and closeout services for the Taxiway A Reconstruction – Phase 3 and Taxiway C South Reconstruction project at the Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 03/27/2023) between the DAA and SEH remain in effect for this work order.

**Background:**

Taxiway A is the parallel taxiway for the main runway (Runway 9/27) serving the Duluth International Airport. The full taxiway is approximately 10,700 feet in length, and the taxiway width varies along its alignment. Most of the taxiway is 75 feet wide with no taxiway shoulders. The existing bituminous and concrete pavement has been in place since 1974 and the pavement condition is in fair to poor condition, requiring major rehabilitation.

During design of Phase 3 of the Taxiway A Reconstruction project, it was identified that, due to the current and proposed connection of Taxiway A and Taxiway C, it would be advantageous to design and construct Phase 3 and Taxiway C, south of Taxiway A, as one project. The Phase 3 project is considered as the base bid and the Taxiway C South project is considered the alternate. The alternate will be awarded if sufficient federal funding is available.

Phase 3 (base bid) of the Taxiway A Reconstruction project includes 750 feet of reconstruction of Taxiway A to the north of the Tower Apron, realignment and reconstruction of Taxiway C where it connects to Taxiway A to the north, and the reconstruction of a portion of Taxiway C, south of Taxiway A, to the intersection of Taxiway C3. There will also be a realignment of the Tower Ramp pavement and the connector from the Tower Ramp to Taxiway A in an effort to resolve an identified Hot Spot.

The Taxiway C South (alternate) project includes reconstruction and realignment of Taxiway C pavement from Taxiway C3 to Taxiway C4 (including the Taxiway C4 connector). The pavement will be 50 feet wide with 15-foot shoulders. It also includes new connectors into the cargo apron.

This scope of engineering services includes construction administration services, construction observation, project closeout, as well as public outreach and project management. Phase 3 and the Taxiway C projects will be constructed during the same construction season during the Summer of 2023. The construction duration for Phase 3 (base bid) is anticipated to be approximately 108 calendar days. The construction duration for Taxiway C South (alternate) is anticipated to be approximately 38 calendar days.

For both the base bid and the alternate, the FAA eligible areas are anticipated to be funded at 90 percent by the Federal Aviation Administration (FAA), the remaining 10% is anticipated to be covered at 5% from the DAA and another 5% from MnDOT. For the FAA ineligible areas in the base bid project area, the funding is anticipated to be funded by the Air National Guard at 100%. For the FAA ineligible area in the alternate project area, non-federal funding will be used to cover 100% of the cost.

**WORK ORDER  
No. 2023-11  
Between**

**The Duluth Airport Authority (DAA) (Owner) and  
Short Elliott Hendrickson Inc. (SEH) (Consultant)**

**Dated: July 18, 2023**

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**TAXIWAY A RECONSTRUCTION – PHASE 3 AND TAXIWAY C SOUTH RECONSTRUCTION  
(CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT)  
DULUTH INTERNATIONAL AIRPORT (DLH)**

This work order includes completion of the Taxiway A Reconstruction – Phase 3 (Construction Administration, Observation, And Closeout) Project at the Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 03/27/2023) between the DAA and SEH remain in effect for this work order.

Estimated start date is July 1, 2023; estimated end date is December 31, 2024.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$1,275,400.00.

Descriptions of the services to be provided are included in Attachments A-1, A-2, A-3, and A-4. Detailed estimates of labor cost and expenses are included in Attachments B-1, B-2, B-3, and B-4.

Point of Contact: Shawn McMahon, Principal

**APPROVED:**

**Duluth Airport Authority (DAA)**

**Short Elliott Hendrickson Inc.**

\_\_\_\_\_



\_\_\_\_\_

Title: \_\_\_\_\_

Title: Principal

Date: \_\_\_\_\_

Date: July 18, 2023

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A-1**  
**Duluth International Airport (DLH)**  
**Duluth Airport Authority (DAA)**  
**Taxiway A Reconstruction – Phase 3**  
**Schedule A – Base Bid (FAA Eligible)**  
**Scope of Work**  
**(Construction Administration, Observation and Closeout)**

**General** – Taxiway A is the parallel taxiway for the main runway (Runway 9/27) serving the Duluth International Airport. The existing Taxiway A is approximately 10,700 feet in length, and the width of Taxiway A varies along its alignment. Based on the results of the 2021 DLH Airport Master Plan and discussions with the Duluth Airport Authority (DAA) and FAA, the reconstruction of Taxiway A is planned to be completed in nine phases.

Phase 1 was completed during the 2022 construction season. Phases 2 & 4 are currently under construction and scheduled for completion at the end of the 2023 construction season. Phase 3 is scheduled to be completed during the 2024 construction season.

Phase 3 of the Taxiway A Reconstruction Program will include 750 feet of reconstruction of Taxiway A to the north of the Tower Apron, realignment and reconstruction of Taxiway C where it connects to Taxiway A to the north, and the reconstruction of a portion of Taxiway C, south of Taxiway A, to the intersection of Taxiway C3. There will also be a realignment of the Tower Ramp pavement and the connector from the Tower Ramp to Taxiway A in an effort to resolve an identified Hot Spot. See **Figure 1-1** for a visual representation of the Taxiway A Phase 3 project.

The scope of work discussed in this attachment (Schedule A) includes all Construction Administration, Observation, Closeout Services, and Public Outreach efforts related to the FAA eligible portion of the project. The scope in Attachment A-2 (Schedule B) includes additional efforts required as it relates to the FAA ineligible portion of the project.

The FAA eligible portion is considered a design according to taxiway design group (TDG) 3 standards, which is a 50-foot mainline taxiway width and 20-foot-wide shoulders. The current taxiway width and shoulders are larger than the FAA eligible pavement allowance. The military and larger civilian aviation traffic requires a 75-foot-wide taxiway and 25-foot-wide shoulders. The proposed taxiway width and shoulders are to match the existing pavement widths. Pavement widths outside of the TDG 3 design standard are considered ineligible. Non-federal funding will be used to include the extra taxiway and shoulder-width considered ineligible in this project on pavement where these aircraft typically operate.

Due to the increase of impervious surface area associated with the Taxiway A Reconstruction program, stormwater control measures will need to be implemented on airport property to slowdown the flowrate of stormwater within the drainage basin.

Construction includes drainage improvements, including potential storm structure repair or replacement. Additionally, new taxiway lighting and signage will be installed. The associated airfield lighting control system will be modified to match the installed lighting configuration.

The construction duration for Phase 3 (Schedules A and B) is anticipated to be approximately 108 calendar days (Phase 3A, 3A-1, 3B, 3C, and 3D). See Attachment A-3 (Schedule C) for the Alternate construction duration (Phase 3E and 3E-1). Preparatory work prior to the project as well as clean up and restoration work following substantial completion are expected to take one week each.

This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in accordance with Advisory Circular (AC) 150/5100-14, "Architectural, Engineering and Planning Consulting Services for Airport Grant Projects."

**Project Deliverables** – The project deliverables of this scope include the following:

1. Construction Administration Services
2. Construction Observation
3. FAA Reporting and Project Closeout
4. Public Outreach and Project Management

**This work scope includes:**

**Work Element 1: Construction Administration Services**

Specific tasks included with this work element include:

**Task 1.1 – Scope Development** – SEH will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with the Sponsor and FAA for scope review, preparation of the final scope, fee proposal development, Independent Fee Evaluation coordination and review, and contract negotiations. As part of the scope development, SEH will coordinate and obtain scope and fee estimates for subconsultant work including quality assurance testing, electrical engineering services, and ALCMS program updates.

**Task 1.2 – Project Administration Services** – Office engineering staff, CAD personnel, and administrative staff will assist the construction project team as necessary during construction in response to requests for information, plan or specification clarifications, change orders, and other issues that may arise. Other administrative tasks include project set up and invoicing, internal meetings (bi-weekly), progress reports, subconsultant coordination and contract management.

**Task 1.3 – Construction Management Plan (CMP)** – SEH will obtain the Contractor's Quality Control Plan (CQCP) and complete a thorough review of the document for completeness. Any recommended revisions or updates will be submitted to the Contractor. Following review of the CQCP, SEH will develop a CMP. This CMP will be submitted to the Sponsor and FAA for approval.

**Task 1.4 – Preparation of Project Files** – SEH will develop construction contracts, review Contractor bonding information, and ensure that Sponsor insurance requirements have been met. SEH will coordinate routing and signature of the construction contracts by the DAA and the Contractor. Plans, contract documents, and technical specifications will be updated to include all addenda items issued during bidding. SEH will ensure that the Contractor is supplied with adequate copies of the construction plans and project manual.

**Task 1.5 – Establish Survey Control** – SEH will establish the necessary horizontal and vertical control for construction staking for the project. It is anticipated SEH surveyors will mobilize once (for Phase 3). The Contractor is required to provide the construction staking.

**Task 1.6 – Pre-Construction Activities** – Two (2) pre-construction meetings will be held, one in the fall of 2023 and one in the spring of 2024 prior to construction. Both meetings will take place on-site.

- The purpose of the pre-construction meeting is to outline and discuss project requirements, administration procedures, airfield pavement surface closure procedures and requirements, schedules, project responsibilities and communication, Disadvantaged Business Enterprise (DBE) reporting, Contractor submittals, and other related MnDOT and FAA requirements, as necessary.

SEH will administer the pre-construction meeting, develop the agenda, issue notifications, and record and distribute meeting minutes. Attendees will include the Sponsor, FAA, MnDOT, Contractor, Subcontractors (including quality control testing firm), SEH (Project Manager, Professional Engineer, and RPRs), and subconsultants (electrical engineer and quality assurance testing firm).

**Task 1.7 – Construction Security Coordination** – SEH will meet with DLH security personnel to ensure necessary security provisions included in the Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) are communicated to Contractor personnel. Some of these security provisions include badging requirements for Contractor staff, airfield access point management, personnel training, and escort authority. Additionally, weekly coordination between SEH and DLH staff will occur while construction is occurring to identify and address any security or safety issues.

**Task 1.8 – Permit Coordination** – SEH will coordinate and review all applicable permits related to the project construction. These include, at a minimum, MPCA General Stormwater Permit for Construction Activity, City of Duluth Haul Route Permit, City of Duluth Erosion and Sediment Control Permit, and City of Duluth Fill, Excavation, and Grading Permits.

The permit coordination will include a final inspection by an SEH water resource engineer, who will then provide final documentation to City of Duluth stormwater permitting office.

**Task 1.9 – Submittal and Shop Drawing Review** – SEH will review product and material data, shop drawings, concrete material testing and concrete mix design, bituminous material testing and bituminous mix design, material samples, and other items required to be submitted by the Contractor.

SEH will review the Contractor supplied Safety Plan Compliance Document (SPCD) for compatibility with Duluth Airport operations and FAA safety procedures.

**Task 1.10 – Construction Progress Meetings** – On-site construction progress meetings will be held once a week while construction work is being performed on the airfield. The progress meetings will be attended by SEH staff, including the Project Manager, Professional Engineer, Resident Project Representative(s) (RPR) and other staff as needed or required. It is anticipated that sixteen (16) progress meetings will occur during construction activities. This task includes preparatory and meeting documentation work.

**Task 1.11 – Pre-Paving Conference** – A pre-paving conference is required as part of Section 100 “Quality Control Program” in the Project Manual. The pre-paving conference will address Quality Control and Quality Assurance requirements of the project specifications.

**Task 1.12 – Review of Quality Control Testing** – All quality control test results performed by the Contractor will be monitored daily by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review all quality control testing performed by the Contractor for compliance with the specifications. Should any additional testing need to be accomplished, this will be coordinated with the Contractor who will be responsible for completion.

**Task 1.13 – Review of Quality Assurance Testing** – All quality assurance test results performed by the quality assurance testing subconsultant will be monitored on a daily basis and summarized by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review final quality assurance testing for compliance with the specifications. This will be conducted prior to submission to the FAA. Should any additional testing need to be accomplished, this will be coordinated with the subconsultant who will be responsible for completion.

- Task 1.14 – Review of Contractor Payroll Forms** – SEH will review weekly payroll reporting by the Contractor to ensure that wage rates comply with the federal and state wage requirements for the work being performed. The RPR will conduct payroll compliance monitoring of the Contractor’s Davis-Bacon Act and DBE contractual obligations, including recording the Contractor/Subcontractor employees, type of work being completed, and conducting random interviews.
- Task 1.15 – Calculate Construction Quantities** – SEH will review quantities with the Contractor on a weekly basis. Any discrepancies or disagreements regarding completed quantities will be resolved in advance of any partial pay application process. Periodic cost estimates will be developed by SEH to ensure compliance with the overall project budget.
- Task 1.16 – Pay Applications** – SEH will prepare partial pay applications semi-monthly during construction, a final pay application including final agreed upon quantities for all work components, and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing all pay applications. It is anticipated that 30 pay applications will be submitted.
- Task 1.17 – Daily Reports** – SEH will maintain a daily log of the construction activities and maintain construction photos for record keeping purposes.
- Task 1.18 – Weekly Reports** – SEH will prepare a weekly status report. The report will be developed by the RPR, reviewed by the Project Manager, and submitted to the Sponsor via electronic submittal (PDF).
- Task 1.19 – Change Orders / Supplemental Agreements** – SEH shall review and provide recommendations to the Sponsor of proposed changes to the contract documents, technical specifications and plans. As necessary, SEH will issue supplemental details, design data, drawings and modifications to Contractor for change order pricing. The Project Manager will prepare change orders/supplemental agreements. All Change Orders and Supplemental Agreements require FAA approval prior to being issued. In the case where new materials may be required in addition to those in the bid documents, new bid items will be added to the project and a Proposal Request from the Contractor will be required.
- Task 1.20 – Final Inspection and Punch List** – SEH will conduct a final inspection after completion of the project. SEH will issue notifications and prepare a punch list of any outstanding items requiring correction. A tracking document will be prepared and progress on the punch list items will be recorded until all issues are resolved.
- Task 1.21 – As-Built Drawings** – SEH will utilize Contractor and engineering drawings during construction to complete as-built drawings for the project. The as-built drawings will incorporate any modifications or additions/subtractions that occurred during construction. Three (3) final plan sets will be plotted and distributed to the Duluth Airport Authority (DAA) for records. Electronic (PDF) copies of the as-built drawings will be provided to DAA, MnDOT and FAA.
- Task 1.22 – Final Quality Assurance Summary** – SEH will prepare and submit a final testing summary for the project.
- Task 1.23 – Update Airport Layout Plan (ALP)** – SEH will complete an update to the current DLH ALP to reflect any as-built conditions.
- Task 1.24 – Warranty Inspection Site Visit** – SEH will complete a warranty inspection site visit prior to the expiration of the warranty period to identify and document any issues to be resolved by the Contractor as party of the warranty guarantee.
- Task 1.25 – FAA-Owned Facility Coordination** – SEH will coordinate communication and work progress with FAA staff to complete work adjacent to FAA-owned facilities. It is anticipated that the Runway 27 MALSR/LOC COM utilities will be impacted during Phase 3 during construction. FAA is anticipated to have a reimbursable agreement for construction observation in place. SEH will coordinate work efforts with FAA staff

assigned to the project, including local FAA Tech Ops. SEH anticipates four 1-hour virtual meetings, an additional on-site visit with FAA Tech Ops and Engineering staff, and 3 review submittals and response to comments.

**Task 1.26 – Army Corps of Engineers Wetland Permit Coordination** – SEH will coordinate with Army Corps of Engineers for verification of coverage for wetland impact under General Permit, including assembling and forwarding project graphics and justification for wetland impacts. This effort is anticipated to take 12 hours by a Natural Resource Scientist and 2 hours by the Project Manager.

## **Work Element 2: Construction Observation**

Construction is expected to occur during normal construction hours of 7:00 AM until 7:00 PM, Monday through Saturday for a total of 108 calendar days (Phase 3A, 3A-1, 3B, 3C, and 3D). The contractor will have 7 calendar days of nightwork from 11:00 PM until 6:00 AM and one 60-hour weekend closure. Approximately 80% of the work hours listed below are considered eligible (Schedule A) and 20% ineligible (Schedule B). Specific tasks included with this work element include:

**Task 2.1 – Construction Observation** – SEH will provide daily construction observation for the duration of construction. This project is projected to be completed in 108 calendar days during the 2024 construction season (mid-May to mid-October). RPRs and the Project Manager will be available to assist in ensuring that construction is performed in accordance with contract documents during this time. The RPRs will document and record construction progress through a daily journal. A collective weekly progress report will be developed at the end of the week and submitted to the Sponsor, and other individuals/organizations as needed. During critical elements of construction, part-time construction observation will be performed by the Professional Engineer.

Construction observation will be required in a limited capacity one week prior to the start of the project for mobilization activities and again following the project for one week. Following substantial completion, additional observation is anticipated to complete the remaining work items, such as restoration and haul road repair. It is anticipated that one RPR will cover pre- and post-construction Contractor activities.

Further duties of the on-site engineering staff include monitoring the Contractor's schedule, safety plan implementation, security plan compliance, general communication, adherence to technical specifications, and project drawing execution.

The following roles and commitments are anticipated for the project:

**RPR #1** – RPR #1 will be an experienced field observer that will provide much of the construction observation. It is anticipated that this individual will be on-site one week prior to the project start for five, 8-hour workdays. During the 108-calendar day project, it is anticipated this person/position will complete 90 12-hour days to complete the required work. Additionally, RPR #1 will be on-site for one additional week (five, 8-hour workdays) to complete post substantial completion project items. RPR #1 will focus on project documentation, material and installation observation, testing coordination, and reporting.

**RPR #2** – RPR #2 will be an experienced project graduate engineer that will provide much of the Contractor coordination. During the 108-calendar day project, it is anticipated this person/position will complete 80 12-hour days to complete the required work. This graduate engineer will also assist with the 7 days of nightwork associated with project. RPR #2 will focus on Contractor coordination, request for information coordination, project manager communication, and construction scheduling. RPR #2 will coordinate and lead phasing coordination, specifically daily meetings to allow construction to allow safe transit of arriving/departing aircraft.



**Project Manager** – The project manager will be on-site to support both RPRs as professional engineer and provide tenant and client communication. It is anticipated the PM will be on site for approximately 45 calendar days (approximately 8 hours per day), including travel time. The PM will focus efforts on RFI resolution, project guidance, overall site inspection and observation, client communication, and overall quality control.

**Principal** – The Principal will provide one hour per week for approximately 16 weeks of project observation to provide project direction, guidance quality control, and oversight.

**Task 2.2 – Construction Coordination** – The Project Manager will provide constant communication and availability to both RPRs during the 16-week project duration and the weeks before and after project completion (approximately 12 hours per week for 16 weeks). The coordination will include RFI resolution, project acceptance, phone and email communication. The PM will be available as a resource for project related issues from both the client and the Contractor for swift resolution.

**Principal** – The Principal will provide one hour per week for approximately 16 weeks of client coordination, quality control, stakeholder engagement, and high-level guidance.

### **Work Element 3: FAA Reporting and Project Closeout**

**Task 3.1 – FAA Quarterly Reports** – SEH will complete the required FAA quarterly reports starting with grant acceptance through grant closeout.

**Task 3.2 – FAA Closeout Report** – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work.

**Task 3.3 – Project Closeout** – SEH will work with the Contractor to ensure that all necessary closeout documents are submitted by the Contractor. These include, but are not limited to, IC-134 documentation, lien waivers, wage rate compliance, and other documentation as identified in the specifications.

**Task 3.4 – Disadvantaged Business Enterprise (DBE) Requirements** – SEH will review and submit the required documentation to confirm the Contractor's compliance with the DBE program and goals for this project or provide evidence of "good faith efforts" to meet DBE requirements. Additionally, this task will include reporting updates to the Duluth Airport Authority's DBE Program using the FAA's Civil Rights online system.

**Work Element 4: Public Outreach and Project Management** – This task includes public outreach and overall project management of Work Elements 1 through 3 noted above. Project Management includes administration of the project, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

**Task 4.1 – Duluth Airport Authority (DAA) Meetings** – This task includes attendance at monthly DAA Board meetings to provide project updates to the DAA Board of Directors. The project will require updates at six (6) meetings. Attendance would include the Principal, Project Manager and Planner.

**Task 4.2 – DLH Tenant Meetings** – This task includes attendance at bi-weekly DLH tenant meetings to keep airport users apprised of the project and schedule. It is anticipated SEH will attend fifteen (15) tenant meetings.

**Task 4.3 – Public Outreach Plan** – SEH will develop a detailed public outreach plan which will identify affected tenants and users, method of outreach (single meetings, regular meetings, email updates or newsletter), personnel in attendance and information to be shared. Efforts would be led by the Project Manager and Airport Planner.

- Task 4.4 – DLH Airfield User Meetings** – This task includes specific meetings with airlines, airfield businesses, MN Air National Guard, and other airfield users, as identified in the Public Outreach Plan (Task 4.3), prior to and during construction to provide updates on the status of the project and address any issues or concerns. This task also includes coordination with local FAA tech ops regarding the project schedule, any impacts to FAA equipment, and other coordination items.
- Task 4.5 – DLH Tenant and User Newsletter** – SEH will develop a weekly newsletter to provide updates on construction activities and identify impacts to airport operations. SEH will assist the sponsor with newsletter distribution.
- Task 4.6 – FAA and Air Traffic Control Tower (ATCT) Meetings** – This task includes meetings with local FAA and Air Traffic Control Tower (ATCT) staff to coordinate work with FAA staff and other FAA-related projects. Meetings with the ATCT will be held on an as-needed basis to coordinate NOTAMs and update ATCT staff on the status of the construction progress and upcoming schedule. SEH is anticipating three (3) virtual meetings. Meetings would be attended by project manager, project graduate engineer, and airport planner.
- Task 4.7 – Community Outreach Newsletter** – SEH will develop a newsletter to distribute to communities and neighbors surrounding the airport to provide information on the upcoming construction activities. SEH will assist the sponsor with newsletter distribution.
- Task 4.8 – Overall Project Management** – This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, subconsultant oversight, progress reports, budget updates and monthly invoices over the expected 24-month project duration.

ATTACHMENT B-1  
ESTIMATED FEES AND EXPENSES  
TAXIWAY A RECONSTRUCTION (PHASE 3)  
SCHEDULE A - BASE BID (FAA ELIGIBLE)  
CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT  
DULUTH INTERNATIONAL AIRPORT (DLH)  
Duluth Airport Authority (DAA)  
Duluth, Minnesota

Task No.	Task Description	Principal	Project Manager	Professional Engineer	Project Engineer (RPR#1)	Graduate Engineer (RPR#2)	Natural Resource Scientist	Water Resource Engineer	Senior CAD Technician	Survey Crew Chief	Instrument Operator	Senior Aviation Planner	Administrative Assistant
<b>Construction Administration Services</b>													
1.1	Scope Development	8	32	24			2	2	16			8	4
1.2	Project Administration Services			40			8	8	40				20
1.3	Construction Management Plan (CMP)	2	8	12									1
1.4	Preparation of Project Files	2	8										8
1.5	Establish Survey Control									8	8		
1.6	Pre-Construction Activities	1	8	8	6	6	1	1		1		1	4
1.7	Construction Security Coordination		12										
1.8	Permit Coordination			4			4	12					
1.9	Submittal and Shop Drawing Review		16	40									
1.10	Construction Progress Meetings	8	24	24			4	4				8	16
1.11	Pre-Paving Conference		2	2									
1.12	Review of Quality Control Testing		16	32									
1.13	Review of Quality Assurance Testing	2	16	32									
1.14	Review of Contractor Payroll Forms		16										8
1.15	Calculate Construction Quantities	2	16	40					8				
1.16	Pay Applications	8	30										
1.17	Daily Reports		24	24									
1.18	Weekly Reports		8										8
1.19	Change Orders / Supplemental Agreements	4	16	32					8				4
1.20	Final Inspection and Punch List	8	8	8									
1.21	As-Built Drawings		2	4					32				
1.22	Final Quality Assurance Summary		2	4									
1.23	Update Airport Layout Plan (ALP)	1	1						4			16	2
1.24	Warranty Inspection Site Visit		8	8									
1.25	FAA-Owned Facility Coordination	2	8	8					4				
1.26	Army Corps of Engineers Wetland Permit Coord.		2				12						
<b>Construction Observation</b>													
2.1	Construction Observation	16	288		944	768							
2.2	Construction Coordination	13	154										
<b>FAA Reporting and Project Closeout</b>													
3.1	FAA Quarterly Reports		6										4
3.2	FAA Closeout Report	1	4	8									1
3.3	Project Closeout		8	4									2
3.4	DBE Requirements		8										2
<b>Public Outreach and Project Management</b>													
4.1	Duluth Airport Authority (DAA) Meetings	6	6									6	
4.2	DLH Tenant Meetings		15										
4.3	Public Outreach Plan		8			8						8	4
4.4	DLH Airfield User Meetings	2	8	4									
4.5	DLH Tenant and User Newsletter		8			8						8	
4.6	FAA and ATCT Meetings		6		3							3	
4.7	Community Outreach Newsletter		1									2	4
4.8	Overall Project Management	8	12	8									12
Total Hours Per Labor Category		94	815	370	953	790	31	27	112	9	8	60	104

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Principal	94	\$82.21	\$7,727.74
Project Manager	815	\$64.50	\$52,567.50
Professional Engineer	370	\$48.78	\$18,048.60
Project Engineer (RPR#1)	953	\$48.64	\$46,353.92
Graduate Engineer (RPR#2)	790	\$46.43	\$36,679.70
Natural Resource Scientist	31	\$50.05	\$1,551.55
Water Resource Engineer	27	\$70.34	\$1,899.18
Senior CAD Technician	112	\$45.99	\$5,150.88
Survey Crew Chief	9	\$39.89	\$359.01
Instrument Operator	8	\$34.43	\$275.44
Senior Aviation Planner	60	\$52.50	\$3,150.00
Administrative Assistant	104	\$33.91	\$3,526.64
Total Direct Labor Costs:	3,373		\$177,290.16
Direct Salary Costs plus Overhead (88.00%)			\$333,305.50
<b>Total Labor Costs</b>			<b>\$510,595.66</b>
<b>Fee (15%) on Total Labor Costs:</b>			<b>\$76,589.35</b>

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Electrical Engineering (Construction Administration) - Subconsultant (Burns & McDonnell)	1	\$31,294.00	\$31,294.00
Quality Assurance Testing - Subconsultant (Braun Intertec)	1	\$99,088.00	\$99,088.00
ALCMS Upgrades (ADB Safegate)	1	\$17,096.00	\$17,096.00
Parking	50	\$9.00	\$450.00
DAA Secure Badging	12	\$175.00	\$2,100.00
Employee Mileage	16,910	\$0.65	\$10,991.50
Employee Per Diem	208	\$200.00	\$41,610.00
Employee Auto Allowance	208	\$16.00	\$3,328.80
Computer Charges	3,373	\$5.80	\$19,563.40
Survey Equipment - Total Station	9	\$45.00	\$405.00
Reproductions / Miscellaneous	1	\$2,000.00	\$2,000.00
<b>Total Expenses</b>			<b>\$227,926.70</b>

**SUMMARY:**

Total Labor Costs + Expenses + Fee	\$815,111.71
<b>Estimated Total</b>	<b>\$815,100.00</b>

**ATTACHMENT A-2**  
**Duluth International Airport (DLH)**  
**Duluth Airport Authority (DAA)**  
**Taxiway A Reconstruction – Phase 3**  
**Schedule B – Base Bid (FAA Ineligible)**  
**Scope of Work**

**(Construction Administration, Observation and Closeout)**

**General** – Schedule B reflects the same overall project description as Schedule A for the Taxiway A Phase 3 project, but specifically focuses on the portion of the tasks that are not federally eligible and are required to complete the federally ineligible portions of work.

The construction duration for Phase 3 (Schedules A and B) is anticipated to be approximately 108 calendar days (Phase 3A, 3A-1, 3B, 3C, and 3D). See Attachment A-3 (Schedule C) for the Alternate construction duration (Phase 3E and 3E-1).

This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in accordance with Advisory Circular (AC) 150/5100-14, "Architectural, Engineering and Planning Consulting Services for Airport Grant Projects."

**Project Deliverables** – The project deliverables of this scope include the following:

1. Construction Administration Services
2. Construction Observation
3. Project Closeout
4. Project Management

**This work scope below is specific to completing the ineligible areas and includes:**

**Work Element 1: Construction Administration Services**

Specific tasks included with this work element include:

**Task 1.1 – Scope Development** – SEH will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with the Sponsor and FAA for scope review, preparation of the final scope and fee proposal development. Specifically, this task will be to determine and coordinate FAA ineligible work items.

**Task 1.2 – Review of Quality Control Testing** – All quality control test results performed by the Contractor will be monitored daily by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review all quality control testing performed by the Contractor for compliance with the specifications. Should any additional testing need to be accomplished, this will be coordinated with the Contractor who will be responsible for completion. The scope of effort for this task is to only track items identified by FAA as ineligible.

**Task 1.3 – Review of Quality Assurance Testing** – All quality assurance test results performed by the quality assurance testing subconsultant will be monitored on a daily basis and summarized by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review final quality assurance testing for compliance with the specifications. This will be conducted prior to submission to the FAA. Should any additional testing need to be accomplished, this will be coordinated with the subconsultant who will be responsible for completion. The scope of effort for this task is to only track items identified by FAA as ineligible.

**Task 1.4 – Calculate Construction Quantities** – SEH will review quantities with the Contractor on a weekly basis. Any discrepancies or disagreements regarding completed quantities will be resolved in advance of any partial pay application process. Periodic cost estimates will be developed by SEH to ensure compliance with the overall project budget. The scope of effort for this task is to only track items identified by FAA as ineligible.

**Task 1.5 – Pay Applications** – SEH will prepare partial pay applications semi-monthly during construction, a final pay application including final agreed upon quantities for all work components, and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing all pay applications. It is anticipated that 30 pay applications will be submitted. The scope of effort for this task is to only track items identified by FAA as ineligible.

**Task 1.6 – Daily Reports** – SEH will maintain a daily log of the construction activities and maintain construction photos for record keeping purposes. The scope of effort for this task is to only track items identified by FAA as ineligible.

**Task 1.7 – Final Inspection and Punch List** – SEH will conduct a final inspection after completion of the project. SEH will issue notifications and prepare a punch list of any outstanding items requiring correction. A tracking document will be prepared and progress on the punch list items will be recorded until all issues are resolved. The scope of effort for this task is to only track items identified by FAA as ineligible.

**Task 1.8 – Final Quality Assurance Summary** – SEH will prepare and submit a final testing summary for the project. The scope of effort for this task is to only track items identified by FAA as ineligible.

#### **Work Element 2: Construction Observation**

This work element includes additional efforts for the ineligible scope of work. Approximately 80% of the work hours as described in Schedule A are considered eligible. The remaining 20% is considered ineligible and covered in this schedule (Schedule B). Specific tasks included with this work element include:

**Task 2.1 – Construction Observation** – Additional construction observation efforts for the ineligible scope of work by the following personnel:

**RPR #1** – Additional construction observation efforts for the ineligible scope of work.

**RPR #2** – Additional construction observation efforts for the ineligible scope of work.

**Project Manager** – Additional construction observation efforts for the ineligible scope of work.

**Task 2.2 – Construction Coordination** – Additional construction coordination efforts for the ineligible scope of work.

**Work Element 3: Project Management** – This task includes the overall project management of Work Elements 1 through 2 noted above.

**Task 3.1 – Overall Project Management** – This task includes additional project coordination and administration for the ineligible scope of work.

ATTACHMENT B-2  
ESTIMATED FEES AND EXPENSES  
TAXIWAY A RECONSTRUCTION (PHASE 3)  
SCHEDULE B - BASE BID (FAA INELIGIBLE)  
CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT  
DULUTH INTERNATIONAL AIRPORT (DLH)  
Duluth Airport Authority (DAA)  
Duluth, Minnesota

Task No.	Task Description	Principal	Project Manager	Professional Engineer	Project Engineer (RPR#1)	Graduate Engineer (RPR#2)	Water Resource Engineer	Senior CAD Technician	Survey Crew Chief	Instrument Operator	Senior Aviation Planner	Administrative Assistant
<b>Construction Administration Services</b>												
1.1	Scope Development	2	8	4			1					2
1.2	Review of Quality Control Testing		4	6								
1.3	Review of Quality Assurance Testing	1	4	6								
1.4	Calculate Construction Quantities		4	8								
1.5	Pay Applications	4	10									
1.6	Daily Reports		8									
1.7	Final Inspection and Punch List	4	4	4								
1.8	Final Quality Assurance Summary		1	2								
<b>Construction Observation</b>												
2.1	Construction Observation		72	216	192							
2.2	Construction Coordination	3	38									
<b>Project Management</b>												
3.1	Overall Project Management	2	4	2								2
	Total hours per labor category	16	157	248	192	0	1	0	0	0	0	4

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Principal	16	\$82.21	\$1,315.36
Project Manager	157	\$64.50	\$10,126.50
Professional Engineer	248	\$48.78	\$12,097.44
Project Engineer (RPR#1)	192	\$48.64	\$9,338.88
Graduate Engineer (RPR#2)	0	\$46.43	\$0.00
Water Resource Engineer	1	\$70.34	\$70.34
Senior CAD Technician	0	\$45.99	\$0.00
Survey Crew Chief	0	\$39.89	\$0.00
Instrument Operator	0	\$34.43	\$0.00
Senior Aviation Planner	0	\$52.50	\$0.00
Administrative Assistant	4	\$33.91	\$135.64
Total Direct Labor Costs:	618		\$33,084.16
Direct Salary Costs plus Overhead (88.00%)			\$62,198.22
<b>Total Labor Costs</b>			<b>\$95,282.38</b>
<b>Fee (15%) on Total Labor Costs:</b>			<b>\$14,292.36</b>

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Quality Assurance Testing - Subconsultant (Braun Intertec)	1	\$24,772.00	\$24,772.00
Employee Mileage	3,560	\$0.65	\$2,314.00
Employee Per Diem	44	\$200.00	\$8,760.00
Employee Auto Allowance	44	\$16.00	\$700.80
Computer Charges	618	\$5.80	\$3,584.40
<b>Total Expenses</b>			<b>\$40,131.20</b>

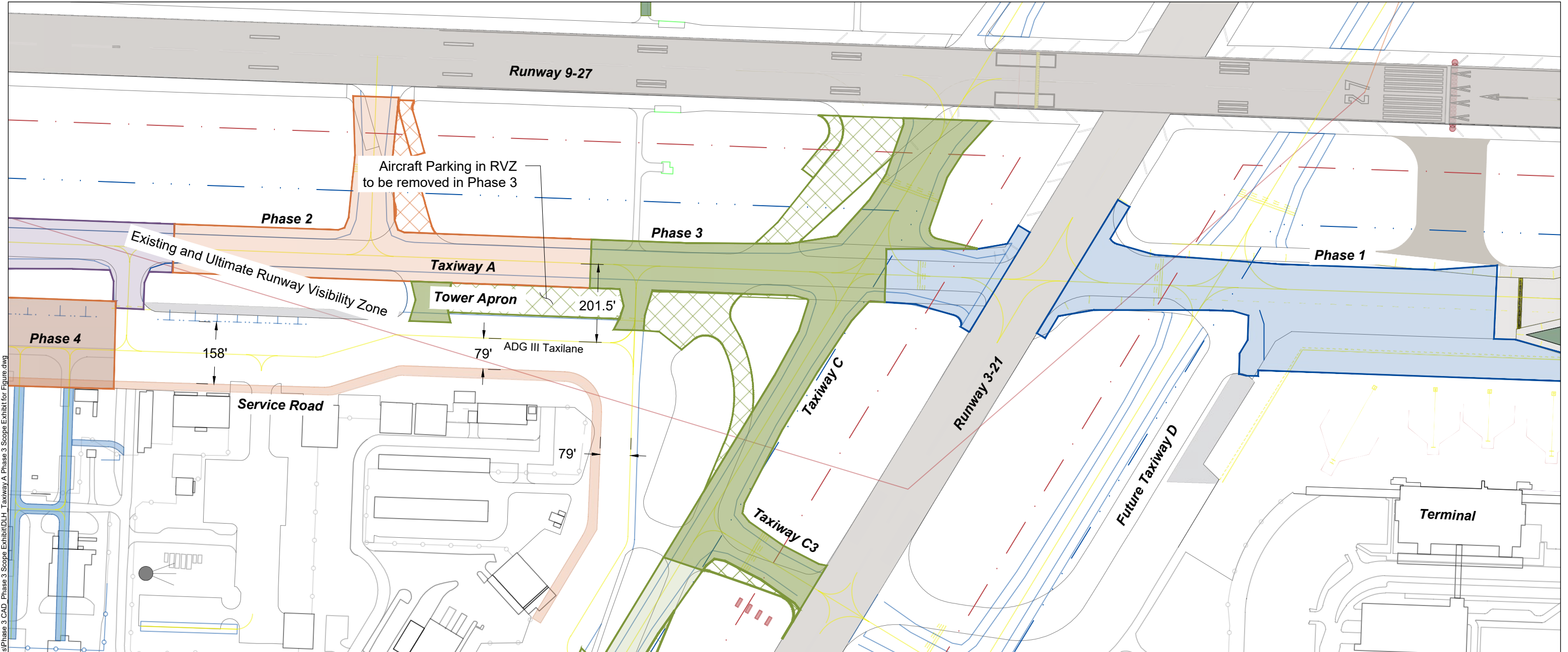
**SUMMARY:**

Total Labor Costs + Expenses + Fee	\$149,705.94
<b>Estimated Total</b>	<b>\$149,700.00</b>

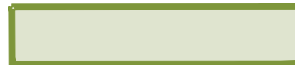
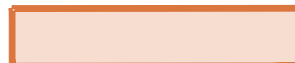






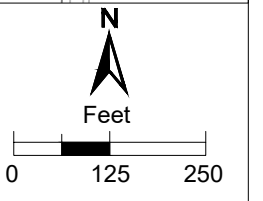
# Taxiway A Reconstruction (Phase 3)

Duluth International Airport  
Duluth, Minnesota



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-  Taxiway A (Phase 3) - Approximate Limits
-  Taxiway A (Phase 2) - Approximate Limits
-  Approximate Phase 3 Pavement Removals
-  Taxiway A (Phase 1) - Approximate Limits
-  Runway Safety Area (RSA)
-  Runway Object Free Area (ROFA)



## Duluth International Airport

### Taxiway A Reconstruction Phase 3 Base Work – Electrical Construction Administration Services

#### Scope of Work

##### Anticipated Elements of Work for the Electrical Construction Administration Scope.

1. The Consultant will attend and participate in pre-construction meeting.  
-1 Engineer, day trip.
2. The Consultant will conduct two site visits during construction. The consultant will have one flight from Kansas City, MO for a site visit.  
-1 Engineer, 2 day trips.  
Attend and participate in final inspection.  
-1 Engineer, one day trip.
3. Review and Evaluate Contractor Submittals and Shop Drawings. The Consultant will log, track, review and respond to the Contractor's shop drawings, samples and submittals. The Consultant's review of all shop drawings, samples and submittals will be for general conformance with the design concept and general compliance with the requirements of the drawings and project manual. Such review will not relieve the Contractor from its responsibility for performance in accordance with the construction documents, nor is such review a guarantee that the work and materials covered by the shop drawings, samples and submittals are free of errors, inconsistencies or omissions.
4. Review and Respond to Contractor RFI's. The Consultant will review the Contractor's requests for information or clarification of the construction contract. The RFI's will be logged, tracked and coordinated with SEH as necessary. A total of 8 RFIs have been assumed for budgeting purposes. An excessive amount of requests by the Contractor may be cause for additional compensation.
5. An Electrical Engineer to Attend/Call-in to construction coordination teleconferences. Assume 16 1-hour teleconferences with one engineer. Project manager will attend 8 1-hour meetings also.
6. Prepare Record Drawings. The Consultant will revise the original design drawings to reflect available record information provided by the Contractor for the final record drawings.
7. Coordinate ALCMS updates with ADB and Airport to ensure that the system is up to date with all projects.
8. Schedule. The timing of these services will be coordinated with the contractor's construction progress schedule and SEH. Construction is not anticipated to begin until Spring of 2024.
9. Cost of Services. The attached fee proposal details the man-hours for the various elements of work to be undertaken as part of the project. Burns & McDonnell will bill SEH monthly for services provided.
10. Project management is included in this proposal.





June 29, 2023

Proposal QTB179570

Adinda Van Espen, PE  
SEH, Inc.  
3535 Vadnais Center Drive  
Saint Paul, MN 55110

Re: Proposal for Construction Materials Testing Services  
Taxiway A Reconstruction – Phase 3  
Duluth International Airport  
4701 Grinden Drive  
Duluth, Minnesota

Dear Ms. Van Espen:

Braun Intertec Corporation respectfully submits this proposal to provide quality control observation and testing services during site grading, aggregate base placement, and bituminous and concrete paving for the reconstruction of Phase 3 of the Taxiway A project at the Duluth International Airport.

We have completed the geotechnical evaluation for Phase 3 of the Taxiway A Reconstruction project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

## **Our Understanding of Project**

We understand the project is being separated into two separate bids. The Base Bid will consist of the reconstruction of approximately 700 feet of Taxiway A west of Runway 3-21 and approximately 1,400 feet of Taxiway C south of Runway 9-27 and including Taxiway Connector C3. We understand that the Base Bid will include a 60-hour weekend period and 7 periods of nighttime work for the work within the Runway Safety Area (RSA) of Runway 9-27. The Alternate Bid will consist of the reconstruction of approximately 800 feet of Taxiway C south of Taxiway Connector C3.

Taxiway A and the portion of Taxiway C between Runway 9-27 and Taxiway A will consist of recompacted subgrade (P-152), geotextile fabric, Granular Borrow (P-154), Crushed Aggregate Base Course (P-209), Bituminous Base Course (MnDOT 2360), and Concrete Pavement (P-501). The remaining portions of Taxiway C will consist of recompacted subgrade (P-152), geotextile fabric, Granular Borrow (P-154), Crushed Aggregate Base Course (P-209), and Bituminous Pavement (P-401).

## Available Project Information

This proposal is based on our review of the documents described below. We will submit a revised scope of services and cost if the project changes.

- Bidding Documents including a Project Manual and Construction Drawings prepared by SEH, dated June 13, 2023.
- Geotechnical report prepared by Braun Intertec Corporation under project number B2208516, dated February 17, 2023.

## Scope of Services

Services are performed under the direction of a licensed professional engineer. Observation and testing services will be performed on a full-time or an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

### Soil Related Services

- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill and pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Measure the in-place dry density, moisture content and relative compaction of subgrade, granular borrow, and crushed aggregate base placed for pavement and utility support for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Perform Dynamic Cone Penetrometer (DCP) tests on crushed aggregate base materials.
- Sample and test granular borrow and crushed aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.

### Concrete Related Services

- Sample and test fresh concrete associated with pavement for compliance with the project documents and cast concrete beams for laboratory flexural strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.

- Measure and report the flexural strength of the concrete beams for compliance with the project documents. A set of two beams will be tested at 28 days for each subplot set cast.

#### **Bituminous Related Services – FAA Specifications**

- Sample and test bituminous pavement materials for compliance with the project documents, including Rice specific gravity and gyratory gravity tests of the bituminous FAA P-401.
- Provide a full-time bituminous pavement technician who will provide quality acceptance testing of the bituminous pavement in accordance with FAA P-401 requirements.
- Measure the thickness and density of the compacted bituminous pavement by the core method per FAA P-401 for compliance with the project documents. All labor and equipment for obtaining core samples will be provided by the contractor.

#### **Bituminous Related Services – MnDOT Specifications**

- Perform full-time bituminous paving observation during placement of bituminous pavement.
- Perform verification testing in accordance with MNDOT 2360 specifications.

#### **Consulting, Project Communication and Reporting Services**

- Project management, including scheduling of our field personnel and project meetings.
- Review observation and test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

#### **Scheduling Assumptions**

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Project will begin in May of 2024 and be completed in the Fall of 2024.
- We assume five trips for excavation observations and removals.
- We assume it will take 36 trips to complete the compaction testing by DCP and nuclear density gauge method for the project.
- We have provided an additional 11 trips for sample pick up for proctors and gradations of the subgrade and aggregate materials during placement.

- Our assumption is concrete paving will be completed in 19 days (including four days of nighttime work) for the project.
- Our assumption is bituminous paving will be completed in 15 days for the project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

## Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$154,160**. The fee for the Base Bid is estimated at \$123,860, and the fee for the Alternate Bid is estimated at \$30,300. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement.

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Agreement for Professional Services dated July 2, 2008.

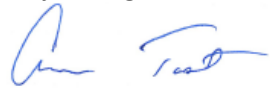
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Anderson at 320.305.0628 (coanderson@braunintertec.com) or Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE  
Project Engineer



Aaron M. Tast  
Aviation Account Leader, Senior Project Manager



Joseph C. Butler, PE  
Business Unit Leader, Senior Engineer



Shaun W. Sevigny, PE  
Vice President

Attachments:  
Estimated Cost Tabulation

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The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

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**Authorizer's Firm**

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**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

# Project Proposal

QTB179570

## Taxiway A Reconstruction - Phase 3

<b>Client:</b> Short Elliott Hendrickson, Inc. Adinda Van Espen 3535 Vadnais Center Dr Saint Paul, MN 55110	<b>Work Site Address:</b> Duluth International Airport 4701 Grinden Drive Duluth, MN 55811	<b>Service Description:</b> Quality Acceptance Testing Duluth International Airport
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	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>QA Testing (Base Bid - Schedule A)</b>				
<b>Activity 1.1</b>	<b>Soil Testing</b>				<b>\$27,835.00</b>
206	Excavation Observations	15.00	Hour	125.00	\$1,875.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Site Grading	3.00	Trips	5.00	15.00
207	Compaction Testing - Nuclear	120.00	Hour	95.00	\$11,400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Night Work	4.00	Trips	10.00	40.00
	P-154 Subbase	6.00	Trips	5.00	30.00
	P-209 Aggregate Base	6.00	Trips	5.00	30.00
	P-152 Subgrade	4.00	Trips	5.00	20.00
1308	Nuclear moisture-density meter charge, per hour	120.00	Each	15.00	\$1,800.00
217	Compaction Testing - DCP's	40.00	Hour	95.00	\$3,800.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Night Work	2.00	Trips	10.00	20.00
	P-209 Aggregate Base	4.00	Trips	5.00	20.00
209	Sample pick-up (Proctors_Gradation)	24.00	Hour	95.00	\$2,280.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Proctor/Gradation Pick-Up	8.00	Trips	3.00	24.00
1162	Sieve Analysis (P-154_P-209)	20.00	Each	160.00	\$3,200.00
1318	Moisture Density Relationship (Proctor)	10.00	Each	200.00	\$2,000.00
1861	CMT Trip Charge	37.00	Each	40.00	\$1,480.00
<b>Activity 1.2</b>	<b>Pavement Testing</b>				<b>\$29,025.00</b>
222	Bituminous Verification Testing	110.00	Hour	125.00	\$13,750.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	P-401/P-403 Pavement	5.00	Trips	12.00	60.00
	MNDOT 2360 Pavement	5.00	Trips	10.00	50.00
2689	MnDOT Bituminous Verification, per sample	7.00	Each	800.00	\$5,600.00
1542	Thickness and Density of Bituminous Core	40.00	Each	60.00	\$2,400.00
1861	CMT Trip Charge (Local Travel)	10.00	Each	40.00	\$400.00
110	Travel Time	30.00	Hour	125.00	\$3,750.00
1862	PAVE Trip Charge (if needed)	5.00	Each	275.00	\$1,375.00
1863	Per diem (as needed)	10.00	Each	175.00	\$1,750.00
<b>Activity 1.3</b>	<b>Concrete Testing</b>				<b>\$38,020.00</b>
261	Concrete Testing	228.00	Hour	95.00	\$21,660.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	P-501 Concrete (Night Work)	4.00	Trips	12.00	48.00
	P-501 Concrete	15.00	Trips	12.00	180.00
278	Concrete Cylinder Pick up	36.00	Hour	95.00	\$3,420.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	12.00	Trips	3.00	36.00



# Project Proposal

QTB179570

## Taxiway A Reconstruction - Phase 3

1367	Flexural strength of beams (ASTM C 78 and ASTM C 293), per specimen	90.00	Each	130.00	\$11,700.00
1861	CMT Trip Charge	31.00	Each	40.00	\$1,240.00
<b>Activity 1.4</b>	<b>Project Management</b>				<b>\$28,980.00</b>
238	Project Assistant	25.00	Hour	95.00	\$2,375.00
226	Project Manager	25.00	Hour	160.00	\$4,000.00
228	Senior Project Manager	75.00	Hour	185.00	\$13,875.00
1856	Vehicle mileage, per mile	2,500.00	Each	1.00	\$2,500.00
1863	Per diem	10.00	Each	175.00	\$1,750.00
126	Project Engineer	8.00	Hour	185.00	\$1,480.00
1230	Final Testing Report	1.00	Each	3,000.00	\$3,000.00
<b>Phase 1 Total:</b>					<b>\$123,860.00</b>
<b>Phase 2</b>	<b>QA Testing (Alternate Bid - Schedule B)</b>				
<b>Activity 2.1</b>	<b>Soils Testing</b>				<b>\$10,135.00</b>
206	Excavation Observations	10.00	Hour	125.00	\$1,250.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Site Grading	2.00	Trips	5.00	10.00
207	Compaction Testing - Nuclear	40.00	Hour	95.00	\$3,800.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	P-154 Subbase	3.00	Trips	5.00	15.00
	P-209 Aggregate Base	3.00	Trips	5.00	15.00
	P-152 Subgrade	2.00	Trips	5.00	10.00
1308	Nuclear moisture-density meter charge, per hour	40.00	Each	15.00	\$600.00
217	Compaction Testing - Sandcone & DCP's	10.00	Hour	95.00	\$950.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	P-209 Aggregate Base	2.00	Trips	5.00	10.00
209	Sample pick-up	9.00	Hour	95.00	\$855.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Proctor/Gradation Pick-Up	3.00	Trips	3.00	9.00
1318	Moisture Density Relationship (Proctor)	4.00	Each	200.00	\$800.00
1162	Sieve Analysis with 200 wash, per sample	8.00	Each	160.00	\$1,280.00
1861	CMT Trip Charge	15.00	Each	40.00	\$600.00
<b>Activity 2.2</b>	<b>Pavement Testing</b>				<b>\$10,825.00</b>
222	Bituminous Verification Testing	60.00	Hour	125.00	\$7,500.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	HMA P-401/P-403	5.00	Trips	12.00	60.00
1861	CMT Trip Charge (Local Travel)	5.00	Each	40.00	\$200.00
110	Travel Time	15.00	Hour	125.00	\$1,875.00
1862	PAVE Trip Charge	2.00	Each	275.00	\$550.00
1863	Per diem	4.00	Each	175.00	\$700.00
<b>Activity 2.3</b>	<b>Project Management</b>				<b>\$9,340.00</b>
238	Project Assistant	5.00	Hour	95.00	\$475.00
226	Project Manager	15.00	Hour	160.00	\$2,400.00
228	Senior Project Manager	25.00	Hour	185.00	\$4,625.00
1856	Vehicle mileage, per mile	750.00	Each	1.00	\$750.00
1863	Per diem	2.00	Each	175.00	\$350.00
126	Project Engineer	4.00	Hour	185.00	\$740.00

Phase 2 Total: \$30,300.00

Proposal Total: \$154,160.00



**Quote**  
ALCMS  
Upgrade

Proposal Information	
<b>Project Number:</b>	DLH-2301
<b>Estimated By:</b>	Somto Nwobi
<b>Quote Revision:</b>	<1.0>: 7/6/2023
<b>Airport:</b>	DULUTH INTERNATIONAL AIRPORT
<b>Project Description:</b>	Taxiway Reconstruction – ALCMS Updates



*This quote is valid for 90 days from quote date and will need to be re-quoted if expired*

**Company Confidential Information.**

This proposal is considered proprietary and confidential and intended for the sole use of ADB SAFEGATE's intended recipient. Any reproduction, retransmission, or sharing of information related to this document is strictly prohibited.

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**1. Terms and Conditions**

Herein is the project proposal which describes ADB SAFEGATE's interpretation of the work to be completed according to requirements gathered from available specifications, drawings and addendums received at the time of the quote date. Included is the preliminary scope statement, equipment list, block diagram, preliminary schedule, risk analysis and support service responsibilities of ADB SAFEGATE and the installing Contractor.

**2. References and Applicable Documents**

This Quote information is based on the following applicable documents received as of the indicated quote date. Any changes / addendums that may result in changes to scope of this project will require a change order request.

Reference	Details
<b>Written Specifications:</b>	N/A
<b>Specification Document</b>	N/A
<b>Email / Phone Conversations</b>	As per information provided by sales.

**Table 1: References and Applicable Documents**

### **3. Project Scope Statement**

The purpose of this project is to update the existing Airfield Lighting Control and Monitoring System (ALCMS) at DULUTH INTERNATIONAL AIRPORT (DLH).

The project scope will include:

- Update taxiway geometry in the taxiway Alpha & Runway 3-21 intersection
- Updated taxiway geometry for taxiway Alpha 4 and a short portion of Taxiway Alpha
- Update taxiway Alpha geometry between Alpha Phase 1 and Alpha Phase 2
- Update taxiway Charlie geometry south of Runway 9-27
- There would be 2 site trips to upload the new software configuration to the existing ALCMS.
  - i. 1 trip to complete updates for the Phase 1, Phase 2, Phase 4, and RWY 3/21 work
  - ii. 1 trip to complete updates for the Phase 3 work

### **4. Requests for Information (RFI)**

To configure this system, ADB Safegate requests that the engineer provides us updated graphic information to this project so that the configuration work can be completed. Currently there are no plans provided to show as to how the graphical update should be represented or the circuit name for the new regulator. Please provide this information along with Purchase order when issued.

### **5. Scope of Support Services**

#### **5.1 Submittal Phase**

Technical written and electrical/mechanical Submittal drawings will be delivered within four (4) weeks from receipt of Purchase Order. Equipment will not be released to production until ADB SAFEGATE receives written hard copy of approved Submittals including written technical proposal and electrical/mechanical drawings. Approved Submittals are ADB SAFEGATE's only indication that the system design is correct and provides ADB SAFEGATE authorization to begin procuring equipment.

#### **5.2 Touchscreen Demonstration**

ADB SAFEGATE will provide an electronic demonstration file of the touchscreen control HMI upon receipt of all information from the HMI Working Group.

#### **5.3 Factory Acceptance Test [FAT]**

An Un-witnessed Factory Acceptance Test will be performed in-house by ADB SAFEGATE Personnel prior to shipment. FAT Test Reports will be available upon customer request.

#### **5.4 On Site Commissioning and System Acceptance Test [SAT]**

ADB SAFEGATE will complete onsite commission and system readiness checks. A witnessed System Acceptance Test will be performed on site by ADB SAFEGATE Personnel to be witnessed by airport owner/owner representative and contractor. Copies of the SAT Reports can be provided upon request.

#### **5.5 Project Documentation**

ADB SAFEGATE will provide and Electronic copies of the final As-Installed Drawings.

## 6. Project Critical Milestones and Delivery

The project will be managed with the following milestones involved in the design, production, testing, commissioning, and training for this project.

ID	Milestone	Description
M1	Submittal	Written Proposal / Drawings submitted to customer for review/approval
M2	Submittal Approval	Submittal reviewed by the customer and approved for release
M3	Production Release	Equipment is released for procurement
M4	Touchscreen Demonstration Approval	Preliminary software is completed, and an electronic demonstration file is provided to customer for HMI Design approval
M6	Factory Acceptance Testing	Factory Acceptance Testing (FAT) is completed by project team at ADB SAFEGATE
M9	Commissioning	ADB SAFEGATE commissioning team inspects installation, complete commissioning and performs Operational Readiness Test
M10	System Acceptance Testing	System Acceptance Testing (SAT) is witnessed by airport/owner and/or engineer

**Table 2 Project Critical Milestones**

### 6.1 Delivery Schedule and Contingencies

Equipment will not be released for purchasing or production until receipt of written approval of Submittals including written technical proposal and electrical/mechanical drawings. This means delivery date of equipment is contingent on length of **Submittal Approval Phase (M2)**.

Shipment schedule will be confirmed upon ADB SAFEGATE's receipt of approved written Submittals and/or drawing package.

## 7. Invoicing

ADB SAFEGATE will invoice for completed work based on schedule milestone completion as follows:

ID	Invoice Milestone	Description
M10	SAT – Project Upgrade	Upon completion of commissioning responsibilities and completion of SAT, ADB SAFEGATE will invoice for project completion.

**Table 3 Invoicing Schedule**

## 8. ADB SAFEGATE Responsibilities

Unless otherwise indicated in an additional Request for Quote (RFQ) from the contractor, ADB SAFEGATE's project team will provide the following services as required for the project described herein:

- Coordinate and plan with Contractor schedule for system commissioning. Coordinate date for switchover to new system pending completion of Contractor's responsibilities
- Perform operational readiness test (ORT) to demonstrate proper operation prior to system switchover.
- Make any hardware/software changes that are contractual requirements within scope
- Perform final System Acceptance Test (SAT) with owner/owner representative and contractor
- Resolve any punch list items that are contractual requirements within scope
- Record owner/owner representative system acceptance and provide formal SAT record upon request

## 9. Contractor Responsibilities

Unless otherwise indicated in an additional Request for Quote (RFQ) from the contractor, the Contractor is responsible for the following services as required for the project described herein:

- Provide manpower and airport escorts as needed through entire installation, commissioning, and testing effort.
- Complete all airfield work such that all CCR loads are in their final configuration and circuits are fully operational (all lamps burning).
- Coordinate and provide manpower for completion of System Acceptance Testing (SAT) assuring appropriate personnel are present to witness and authorize the test report.
- Complete punch list items within project requirements
- Provide project sign-off upon completion of all project equipment



ADB SAFEGATE Americas, LLC | 43230-0829 - Columbus | United States  
Phone: +1 614-861-1304 | Fax: | www.adbsafegate.com

Proposal # 7115  
Provided to: Duluth International Airport

QUOTE DATE: 06/26/23  
EXPIRATION DATE: 09/14/23  
QUOTE REVISION: MASTER  
TAKEN BY: Mike Bush

AIRPORT NAME: Duluth International Airport  
PROPOSAL TITLE: ALCMS UPGRADE- Runway 3-21  
TOTAL: \$ 17,096.00

CUSTOMER: Duluth International Airport  
ADDRESS: Duluth  
United States

BID ITEM	LINE #	QTY	UNIT	P/N	DESCRIPTION	UNIT PRICE	EXT PRICE
L-890	1	1	EA		ALCMS	\$ 17,096.00	\$ 17,096.00
	1.1	1	EA	PROJECT UPGRADE	PROJECT UPGRADE		

**TOTAL PRICE: \$ 17,096.00**



ADB SAFEGATE Americas, LLC | 43230-0829 - Columbus | United States  
Phone: +1 614-861-1304 | Fax: | www.adbsafegate.com

Proposal # 7115

Provided to: Duluth International Airport

#### RESERVATION CLAUSE:

Purchaser acknowledges that ADB SAFEGATE is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under the Contract, including any export license requirements. Purchaser agrees that such Equipment shall not at anytime directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by ADB SAFEGATE of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD ADB HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

This quotation is solely the interpretation of ADB SAFEGATE as to the intent of the plans and specifications. Final quantities and bill of material are the responsibility of the customer and will be negotiated prior to acceptance of a purchase order. This quotation covers only the materials listed herein and is not intended to be interpreted as inclusive of any and all airfield lighting materials necessary for the project, (i.e. per "plans and specs") unless agreed in writing by ADB SAFEGATE.

Orders after quotation expiration date are subject to price increases.

This quotation is a solicitation for offer only and is to be used by the recipient for purposes of bid or quote preparation. Any disclosure to a third party of the information contained herein is prohibited.

Unit price shall prevail in the event of a conflict between unit prices, price extensions, and/or quantities.

This quotation reflects spreading various costs arbitrarily over the entire bill of material listed. Unit prices are for reference only. Prices valid for the purchase of individual items can be supplied upon written request.

Unless otherwise agreed upon, ADB SAFEGATE's Standard Terms and Conditions apply. Any applicable duties or sales, use, imports, excise, value-added or similar taxes ARE NOT INCLUDED in the prices and will be added and invoiced unless an acceptable exemption certificate or certificate for resale is furnished. All monetary amounts are in USD. This proposal is subject to the ADB SAFEGATE terms and conditions of sales and any acceptance of this proposal shall be limited to those terms.

DISCOUNTS ARE TYPICALLY VALID TOWARDS THE PURCHASE OF THE ENTIRE QUOTED BILL OF MATERIAL (BOM). ANY DELETION OF SPECIFIC BID ITEM(S) OR DEVIATIONS OF MATERIAL MAY INVALIDATE THE DISCOUNT AND THE BOM WILL BE SOLD AT THE ORIGINALLY PUBLISHED QUOTE PRICE (LATEST REVISION). IF DELETIONS OR DEVIATIONS OF MATERIAL ARE PER THE DESIGN ENGINEER, THIS WILL NOT NEGATE THE DISCOUNT.

Thank you for your interest in ADB SAFEGATE products.

#### ATTACHMENT: A

TERMS OF SALE FOR GOODS AND SERVICES (Revised 07/13/2021)

<https://adbsafegate.com/media/5601/us-warranty-and-t-and-c.pdf>



**ATTACHMENT A-3**  
**Duluth International Airport (DLH)**  
**Duluth Airport Authority (DAA)**  
**Taxiway C Reconstruction**  
**Schedule C – Alternate (FAA Eligible)**  
**Scope of Work**  
**(Construction Administration, Observation and Closeout)**

**General** – Taxiway C full-length is in need of reconstruction and does not currently meet existing airport design standards. Based on the result of the 2021 DLH Airport Master Plan, the Taxiway C project was included in the Airport’s comprehensive CIP plan, like Taxiway A. During design of Phase 3 of the Taxiway A Reconstruction project, it was identified that, due to the current and proposed connection of Taxiway A and Taxiway C, it would be advantageous to design and construct Phase 3 and Taxiway C, south of Taxiway A, as one project.

The reconstruction of Taxiway C, between Runway 9/27 and Taxiway C3 is part of the base bid. The reconstruction of Taxiway C, south of Taxiway C3, is being bid as an alternate and will be awarded if additional funding becomes available. The scope of work discussed in this attachment (Schedule C) includes all the Construction Administration, Observation, and Closeout efforts related to the FAA eligible portion of this alternate. The scope in Attachment A-4 (Schedule D) includes additional efforts required as it relates to the FAA ineligible portion of the project. See **Figure 1-2** for a visual representation of the Taxiway C Reconstruction project.

The FAA eligible portion is considered a design according to taxiway design group (TDG) 2A standards, which is a 35-foot mainline taxiway width and 15-foot-wide shoulders. The current taxiway width varies but is mostly 50-foot wide with no shoulder pavement. Based on ADSB data provided by the FAA, TDG 3 civilian aircraft currently utilize Taxiway C and Runway 3/21, which require a 50-foot-wide taxiway and 15-foot-wide shoulders. At the desire of the Duluth Airport Authority, Taxiway C will be reconstructed to its existing taxiway width to accommodate TDG 3 aircraft including 15-foot-wide shoulder. Pavement widths outside of the TDG 2A design standards are considered ineligible. Non-federal funding (local dollars) will be used to construct the extra, ineligible, taxiway width.

Construction includes drainage improvements, including a new draitile system and potential storm structure repair or replacement. Additionally, new taxiway lighting and signage will be installed. The associated airfield lighting control system will be modified to match the installed lighting configuration.

The construction duration for Taxiway C (Schedules C and D) is anticipated to be approximately 38 calendar days (Phase 3E and 3E-1). The construction schedule for Taxiway A (Schedules A and B) can be found in Attachment A-1. Preparatory work prior to the project as well as clean up and restoration work following substantial completion are expected to take one week each.

This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in accordance with Advisory Circular (AC) 150/5100-14, “Architectural, Engineering and Planning Consulting Services for Airport Grant Projects.”

**Project Deliverables** – The project deliverables of this scope include the following:

1. Construction Administration Services
2. Construction Observation
3. FAA Reporting and Project Closeout
4. Public Outreach and Project Management

**This work scope includes:**

**Work Element 1: Construction Administration Services**

Specific tasks included with this work element include:

- Task 1.1 – Scope Development** – SEH will develop the project scope for the eligible alternate work to ensure that necessary aspects of the project are included. Scope development includes coordination with the Sponsor and FAA for scope review, preparation of the final scope, fee proposal development, Independent Fee Evaluation coordination and review, and contract negotiations. As part of the scope development, SEH will coordinate and obtain scope and fee estimates for subconsultant work including quality assurance testing, electrical engineering services, and ALCMS program updates.
- Task 1.2 – Project Administration Services** – Office engineering staff, CAD personnel, and administrative staff will assist the construction project team as necessary during construction in response to requests for information, plan or specification clarifications, change orders, and other issues that may arise. Other administrative tasks include project set up and invoicing, internal meetings (bi-weekly), progress reports, subconsultant coordination and contract management.
- Task 1.3 – Construction Management Plan (CMP)** – Additional effort will be required to prepare the CMP to include the TWY C Reconstruction work as described in Schedule A.
- Task 1.4 – Preparation of Project Files** – Additional effort will be required to prepare the project files to include the TWY C Reconstruction work as described in Schedule A.
- Task 1.5 – Establish Survey Control** – SEH will establish the necessary horizontal and vertical control for construction staking for the project. It is anticipated SEH surveyors will mobilize once (for TWY C Reconstruction). The Contractor is required to provide the construction staking.
- Task 1.6 – Pre-Construction Activities** – No additional pre-construction meetings will take place as a result of the alternate award. However, additional effort will be required to prepare the pre-construction meeting materials to ensure TWY C Reconstruction work is included.
- Task 1.7 – Construction Security Coordination** – Additional construction security coordination will be required if the alternate is awarded as described in Schedule A.
- Task 1.8 – Permit Coordination** – SEH will coordinate and review all additional applicable permits related to the alternate work as described in Schedule A.
- Task 1.9 – Submittal and Shop Drawing Review** – SEH will review additional product and material data, shop drawings, bituminous material testing and bituminous mix design, material samples, and other items required to complete the TWY C Reconstruction work as described in Schedule A.
- Task 1.10 – Review of Quality Control Testing** – All TWY C Reconstruction quality control test results performed by the Contractor will be monitored daily by SEH and as described in Schedule A.
- Task 1.11 – Review of Quality Assurance Testing** – All TWY C Reconstruction quality assurance test results performed by the quality assurance testing subconsultant will be monitored on a daily basis and summarized by SEH as described in Schedule A.

- Task 1.12 – Review of Contractor Payroll Forms** – SEH will review weekly payroll reporting by the Contractor to ensure that wage rates comply with the federal and state wage requirements for the work being performed as described in Schedule A.
- Task 1.13 – Calculate Construction Quantities** – SEH will review TWY C Reconstruction (alternate) quantities with the Contractor on a weekly basis. Any discrepancies or disagreements regarding completed quantities will be resolved in advance of any partial pay application process.
- Task 1.14 – Pay Applications** – SEH will prepare partial pay applications semi-monthly during construction, a final pay application including final agreed upon quantities for all work components, and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing all pay applications. It is anticipated that 12 pay applications will be submitted. This effort would include additional pay applications for the TWY C Reconstruction Alternate efforts.
- Task 1.15 – Daily Reports** – SEH will maintain a daily log of the construction activities and maintain construction photos for record keeping purposes.
- Task 1.16 – Weekly Reports** – SEH will prepare a weekly status report. The report will be developed by the RPR, reviewed by the Project Manager, and submitted to the Sponsor via electronic submittal (PDF).
- Task 1.17 – Change Orders / Supplemental Agreements** – SEH shall review and provide recommendations to the Sponsor of proposed changes to the contract documents, technical specifications and plans. As necessary, SEH will issue supplemental details, design data, drawings and modifications to Contractor for change order pricing. The Project Manager will prepare change orders/supplemental agreements. All Change Orders and Supplemental Agreements require FAA approval prior to being issued. In the case where new materials may be required in addition to those in the bid documents, new bid items will be added to the project and a Proposal Request from the Contractor will be required.
- Task 1.18 – Final Inspection and Punch List** – SEH will conduct a final inspection after completion of the project. SEH will issue notifications and prepare a punch list of any outstanding items requiring correction. A tracking document will be prepared and progress on the punch list items will be recorded until all issues are resolved.
- Task 1.19 – As-Built Drawings** – SEH will utilize Contractor and engineering drawings during construction to complete as-built drawings for the project. The as-built drawings will incorporate any modifications or additions/subtractions that occurred during construction. Three (3) final plan sets will be plotted and distributed to the Duluth Airport Authority (DAA) for records. Electronic (PDF) copies of the as-built drawings will be provided to DAA, MnDOT and FAA.
- Task 1.20 – Final Quality Assurance Summary** – SEH will prepare and submit a final testing summary for the project.
- Task 1.21 – Update Airport Layout Plan (ALP)** – SEH will complete an update to the current DLH ALP to reflect any as-built conditions.
- Task 1.22 – Warranty Inspection Site Visit** – SEH will complete a warranty inspection site visit prior to the expiration of the warranty period to identify and document any issues to be resolved by the Contractor as part of the warranty guarantee.

## **Work Element 2: Construction Observation**

Construction is expected to occur during normal construction hours of 7:00 AM until 7:00 PM, Monday through Saturday for a total of 38 calendar days (Phase 3E and 3E-1). The contractor will have 14 calendar days of nightwork from 11:00 PM until 6:00 AM. Approximately 88.5% of the work hours listed below are considered eligible (Schedule C) and 11.5% ineligible (Schedule D). Specific tasks included with this work element include:

**Task 2.1 – Construction Observation** – SEH will provide daily construction observation for the duration of construction. This project is projected to be completed in 38 calendar days during the 2024 construction season (mid-May to mid-October). RPRs and the Project Manager will be available to assist in ensuring that construction is performed in accordance with contract documents during this time. The RPRs will document and record construction progress through a daily journal. A collective weekly progress report will be developed at the end of the week and submitted to the Sponsor, and other individuals/organizations as needed. During critical elements of construction, part-time construction observation will be performed by the Professional Engineer.

Further duties of the on-site engineering staff include monitoring the Contractor's schedule, safety plan implementation, security plan compliance, general communication, adherence to technical specifications, and project drawing execution.

The following roles and commitments are anticipated for the project:

**RPR #1** – RPR #1 will be an experienced field observer that will provide much of the construction observation. During the 38-calendar day project, it is anticipated this person/position will complete 33, 12-hour days to complete the required work. RPR #1 will focus on project documentation, material and installation observation, testing coordination, and reporting.

**RPR #2** – RPR #2 will be an experienced project graduate engineer that will provide much of the Contractor coordination. During the 38-calendar day project, it is anticipated this person/position will complete 28 12-hour days to complete the required work. RPR #2 will focus on Contractor coordination, request for information coordination, project manager communication, and construction scheduling. RPR #2 will coordinate and lead phasing coordination, specifically daily meetings to allow construction to allow safe transit of arriving/departing aircraft.

**Project Manager** – The project manager will be on-site to support both RPRs as professional engineer and provide tenant and client communication. It is anticipated the PM will be on site for approximately 12 calendar days (approximately 8 hours per day), including travel time. The PM will focus efforts on RFI resolution, project guidance, overall site inspection and observation, client communication, and overall quality control.

**Principal** – The Principal will provide one hour per week for approximately 6 weeks of project observation to provide project direction, guidance quality control, and oversight.

**Task 2.2 – Construction Coordination** – The Project Manager will provide constant communication and availability to both RPRs during the 6-week project duration and the weeks before and after project completion (approximately 12 hours per week for 6 weeks). The coordination will include RFI resolution, project acceptance, phone and email communication. The PM will be available as a resource for project related issues from both the client and the Contractor for swift resolution.

**Principal** – The Principal will provide one hour per week for approximately 6 weeks of client coordination, quality control, stakeholder engagement, and high-level guidance.

### **Work Element 3: FAA Reporting and Project Closeout**

**Task 3.1 – FAA Quarterly Reports** – Additional effort for SEH to complete the required FAA quarterly reports starting with grant acceptance through grant closeout for the TWY C Reconstruction work.

**Task 3.2 – FAA Closeout Report** – Additional effort for SEH to complete the required FAA closeout report following completion of the TWY C Reconstruction (Alternate) project to reconcile all project related costs and closeout the FAA grant for the work.

**Task 3.3 – Disadvantaged Business Enterprise (DBE) Requirements** – Additional effort for SEH to review and submit additional DBE documentation related to TWY C Reconstruction work as described in Schedule A.

**Work Element 4: Public Outreach and Project Management** – This task includes public outreach and overall project management of Work Elements 1 through 3 noted above. Project Management includes administration of the project, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

**Task 4.1 – DLH Tenant Meetings** – Two additional meetings would be attended should the alternate be awarded.

**Task 4.2 – DLH Airfield User Meetings** – This task includes meetings with airlines, airfield businesses, MN Air National Guard, and other airfield users that would be affected if this alternate was awarded. This task also includes coordination with local FAA tech ops regarding the project schedule, any impacts to FAA equipment, and other coordination items.

**Task 4.3 – DLH Tenant and User Newsletter** – Five additional newsletters would be completed if the alternate work is awarded. The description of the scope of work is included in Schedule A.

**Task 4.4 – FAA and Air Traffic Control Tower (ATCT) Meetings** – This task includes additional meetings with local FAA and Air Traffic Control Tower (ATCT) staff to coordinate work with FAA staff and other FAA-related projects. Meetings with the ATCT will be held on an as-needed basis to coordinate NOTAMs and update ATCT staff on the status of the construction progress and upcoming schedule. SEH is anticipating three (3) virtual meetings. Meetings would be attended by project manager, project graduate engineer, and airport planner.

**Task 4.5 – Overall Project Management** – This task includes additional project coordination and administration, including Sponsor and agency communication, internal meetings, subconsultant oversight, progress reports, budget updates and monthly invoices over the expected 24-month project duration should the alternate be awarded.

ATTACHMENT B-3  
ESTIMATED FEES AND EXPENSES  
TAXIWAY C RECONSTRUCTION  
SCHEDULE C - ALTERNATE (FAA ELIGIBLE)  
CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT  
DULUTH INTERNATIONAL AIRPORT (DLH)  
Duluth Airport Authority (DAA)  
Duluth, Minnesota

Task No.	Task Description	Principal	Project Manager	Professional Engineer	Project Engineer (RPR#1)	Graduate Engineer (RPR#2)	Water Resource Engineer	Senior CAD Technician	Survey Crew Chief	Instrument Operator	Senior Aviation Planner	Administrative Assistant
<b>Construction Administration Services</b>												
1.1	Scope Development	4	16	12				8			8	4
1.2	Project Administration Services			18				12				4
1.3	Construction Management Plan (CMP)	1	4	12								1
1.4	Preparation of Project Files	1	8									4
1.5	Establish Survey Control								8	8		
1.6	Pre-Construction Activities	1	4	4	3	3	1				1	1
1.7	Construction Security Coordination		4									
1.8	Permit Coordination			4			4					
1.9	Submittal and Shop Drawing Review		4	12								
1.10	Review of Quality Control Testing		4	8								
1.11	Review of Quality Assurance Testing	1	4	8								
1.12	Review of Contractor Payroll Forms		8									4
1.13	Calculate Construction Quantities	1	4	12				4				
1.14	Pay Applications	3	15									
1.15	Daily Reports		8	8								
1.16	Weekly Reports		3									
1.17	Change Orders / Supplemental Agreements	2	6	8								
1.18	Final Inspection and Punch List	2	6	6								2
1.19	As-Built Drawings		2	4				16				
1.20	Final Quality Assurance Summary		2	4								
1.21	Update Airport Layout Plan (ALP)	1	1					4			8	2
1.22	Warranty Inspection Site Visit		4	4								
<b>Construction Observation</b>												
2.1	Construction Observation	6	85		350	297						
2.2	Construction Coordination	5	64									
<b>FAA Reporting and Project Closeout</b>												
3.1	FAA Quarterly Reports		2									1
3.2	FAA Closeout Report		4	2								2
3.4	DBE Requirements		8									2
<b>Public Outreach and Project Management</b>												
4.1	DLH Tenant Meetings		2									
4.2	DLH Airfield User Meetings	1	4	2								
4.3	DLH Tenant and User Newsletter		4			4					4	
4.4	FAA and ATCT Meetings		6			3					3	
4.5	Overall Project Management	2	12	6								6
<b>Total Hours Per Labor Category</b>		<b>31</b>	<b>298</b>	<b>134</b>	<b>353</b>	<b>307</b>	<b>5</b>	<b>44</b>	<b>8</b>	<b>8</b>	<b>24</b>	<b>33</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Principal	31	\$82.21	\$2,548.51
Project Manager	298	\$64.50	\$19,221.00
Professional Engineer	134	\$48.78	\$6,536.52
Project Engineer (RPR#1)	353	\$48.64	\$17,169.92
Graduate Engineer (RPR#2)	307	\$46.43	\$14,254.01
Water Resource Engineer	5	\$70.34	\$351.70
Senior CAD Technician	44	\$45.99	\$2,023.56
Survey Crew Chief	8	\$39.89	\$319.12
Instrument Operator	8	\$34.43	\$275.44
Senior Aviation Planner	24	\$52.50	\$1,260.00
Administrative Assistant	33	\$33.91	\$1,119.03
<b>Total Direct Labor Costs:</b>	<b>1,245</b>		<b>\$65,078.81</b>
Direct Salary Costs plus Overhead 88.00%)			<b>\$122,348.16</b>
<b>Total Labor Costs</b>			<b>\$187,426.97</b>
<b>Fee (15%) on Total Labor Costs:</b>			<b>\$28,114.05</b>

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Electrical Engineering (Construction Administration) - Subconsultant (Burns & McDonnell)	1	\$4,892.00	\$4,892.00
Quality Assurance Testing - Subconsultant (Braun Intertec)	1	\$26,815.50	\$26,815.50
Parking	15	\$9.00	\$135.00
Employee Mileage	5,363	\$0.650	\$3,486.02
Employee Per Diem	66	\$200.00	\$13,200.00
Employee Auto Allowance	66	\$16.00	\$1,056.00
Computer Charges	1,245	\$5.80	\$7,221.00
Survey Equipment - Total Station	8	\$45.00	\$360.00
Reproductions / Miscellaneous	1	\$2,000.00	\$2,000.00
<b>Total Expenses</b>			<b>\$59,165.52</b>

**SUMMARY:**

Total Labor Costs + Expenses + Fee	\$274,706.53
<b>Estimated Total</b>	<b>\$274,700.00</b>

**ATTACHMENT A-4**  
**Duluth International Airport (DLH)**  
**Duluth Airport Authority (DAA)**  
**Taxiway C Reconstruction**  
**Schedule D – Alternate (FAA Ineligible)**  
**Scope of Work**  
**(Construction Administration, Observation and Closeout)**

**General** – Schedule D reflects the same overall project description as Schedule C for the Taxiway C Reconstruction project, but specifically focuses on the portion of the tasks that are not federally eligible and are required to complete the federally ineligible portions of work.

The construction duration for Taxiway C (Schedules C and D) is anticipated to be approximately 38 calendar days (Phase 3E and 3E-1). The construction schedule for Taxiway A (Schedules A and B) can be found in Attachment A-1.

This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in accordance with Advisory Circular (AC) 150/5100-14, “Architectural, Engineering and Planning Consulting Services for Airport Grant Projects.”

**Project Deliverables** – The project deliverables of this scope include the following:

1. Construction Administration Services
2. Construction Observation
3. Project Closeout
4. Project Management

**This work scope below is specific to completing the ineligible areas and includes:**

**Work Element 1: Construction Administration Services**

Specific tasks included with this work element include:

**Task 1.1 – Scope Development** – SEH will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with the Sponsor and FAA for scope review, preparation of the final scope and fee proposal development. Specifically, this task will be to determine and coordinate FAA ineligible work items.

**Task 1.2 – Review of Quality Control Testing** – All quality control test results performed by the Contractor will be monitored daily by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review all quality control testing performed by the Contractor for compliance with the specifications. Should any additional testing need to be accomplished, this will be coordinated with the Contractor who will be responsible for completion. The scope of effort for this task is to only track items identified by FAA as ineligible.

**Task 1.3 – Review of Quality Assurance Testing** – All quality assurance test results performed by the quality assurance testing subconsultant will be monitored on a daily basis and summarized by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review final quality assurance testing for compliance with the specifications. This will be conducted prior to submission to the FAA. Should any additional testing need to be accomplished, this will be coordinated with the

subconsultant who will be responsible for completion. The scope of effort for this task is to only track items identified by FAA as ineligible.

**Task 1.4 – Calculate Construction Quantities** – SEH will review quantities with the Contractor on a weekly basis. Any discrepancies or disagreements regarding completed quantities will be resolved in advance of any partial pay application process. Periodic cost estimates will be developed by SEH to ensure compliance with the overall project budget. The scope of effort for this task is to only track items identified by FAA as ineligible.

**Task 1.5 – Pay Applications** – SEH will prepare partial pay applications semi-monthly during construction, a final pay application including final agreed upon quantities for all work components, and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing all pay applications. It is anticipated that 30 pay applications will be submitted. The scope of effort for this task is to only track items identified by FAA as ineligible.

**Task 1.6 – Daily Reports** – SEH will maintain a daily log of the construction activities and maintain construction photos for record keeping purposes. The scope of effort for this task is to only track items identified by FAA as ineligible.

**Task 1.7 – Final Inspection and Punch List** – SEH will conduct a final inspection after completion of the project. SEH will issue notifications and prepare a punch list of any outstanding items requiring correction. A tracking document will be prepared and progress on the punch list items will be recorded until all issues are resolved. The scope of effort for this task is to only track items identified by FAA as ineligible.

**Task 1.8 – Final Quality Assurance Summary** – SEH will prepare and submit a final testing summary for the project. The scope of effort for this task is to only track items identified by FAA as ineligible.

## **Work Element 2: Construction Observation**

This work element includes additional efforts for the ineligible scope of work. Approximately 88.5% of the work hours as described in Schedule A are considered eligible. The remaining 11.5% is considered ineligible and covered in this schedule (Schedule B). Specific tasks included with this work element include:

**Task 2.1 – Construction Observation** – Additional construction observation efforts for the ineligible scope of work by the following personnel:

**RPR #1** – Additional construction observation efforts for the ineligible scope of work.

**RPR #2** – Additional construction observation efforts for the ineligible scope of work.

**Project Manager** – Additional construction observation efforts for the ineligible scope of work.

**Task 2.2 – Construction Coordination** – Additional construction coordination efforts for the ineligible scope of work.

**Work Element 3: Project Management** – This task includes the overall project management of Work Elements 1 through 2 noted above.

**Task 3.1 – Overall Project Management** – This task includes additional project coordination and administration for the ineligible scope of work.



ATTACHMENT B-4  
ESTIMATED FEES AND EXPENSES  
TAXIWAY C RECONSTRUCTION  
SCHEDULE D - ALTERNATE (FAA INELIGIBLE)  
CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT  
DULUTH INTERNATIONAL AIRPORT (DLH)  
Duluth Airport Authority (DAA)  
Duluth, Minnesota

Task No.	Task Description	Principal	Project Manager	Professional Engineer	Project Engineer (RPR#1)	Graduate Engineer (RPR#2)	Water Resource Engineer	Senior CAD Technician	Survey Crew Chief	Instrument Operator	Senior Aviation Planner	Administrative Assistant
<b>Construction Administration Services</b>												
1.1	Scope Development	1	4	2			1					2
1.2	Review of Quality Control Testing		2	4								
1.3	Review of Quality Assurance Testing	1	2	4								
1.4	Calculate Construction Quantities		3	6								
1.5	Pay Applications	1	6									
1.6	Daily Reports		4									
1.7	Final Inspection and Punch List	1	2	4								
1.8	Final Quality Assurance Summary		1	2								
<b>Construction Observation</b>												
2.1	Construction Observation		11		46	39						
2.2	Construction Coordination	1	8									
<b>Project Management</b>												
3.1	Overall Project Management	1	2	1								2
	Total hours per labor category	6	45	23	46	39	1	0	0	0	0	4

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Principal	6	\$82.21	\$493.26
Project Manager	45	\$64.50	\$2,902.50
Professional Engineer	23	\$48.78	\$1,121.94
Project Engineer (RPR#1)	46	\$48.64	\$2,237.44
Graduate Engineer (RPR#2)	39	\$46.43	\$1,810.77
Water Resource Engineer	1	\$70.34	\$70.34
Senior CAD Technician	0	\$45.99	\$0.00
Survey Crew Chief	0	\$39.89	\$0.00
Instrument Operator	0	\$34.43	\$0.00
Senior Aviation Planner	0	\$52.50	\$0.00
Administrative Assistant	4	\$33.91	\$135.64
Total Direct Labor Costs:	164		\$8,771.89
Direct Salary Costs plus Overhead (88.00%)			\$16,491.15
<b>Total Labor Costs</b>			<b>\$25,263.04</b>
<b>Fee (15%) on Total Labor Costs:</b>			<b>\$3,789.46</b>

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Quality Assurance Testing - Subconsultant (Braun Intertec)	1	\$3,484.50	\$3,484.50
Employee Mileage	697	\$0.65	\$452.99
Employee Per Diem	9	\$200.00	\$1,800.00
Employee Auto Allowance	9	\$16.00	\$144.00
Computer Charges	164	\$5.80	\$951.20
<b>Total Expenses</b>			<b>\$6,832.69</b>

**SUMMARY:**

Total Labor Costs + Expenses + Fee	\$35,885.18
<b>Estimated Total</b>	<b>\$35,900.00</b>

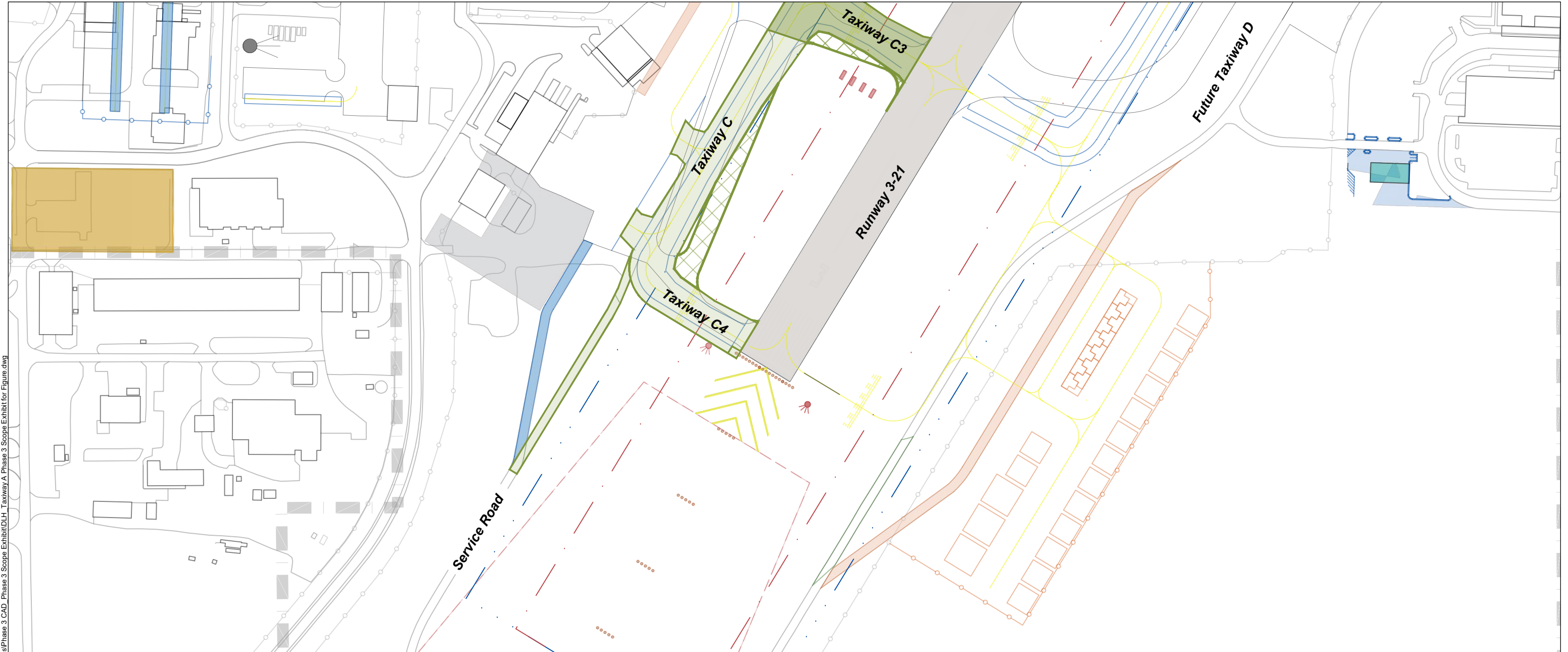







# Taxiway A Reconstruction (Phase 3)

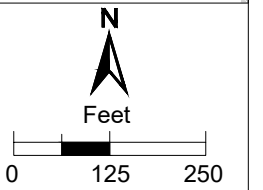
Duluth International Airport  
Duluth, Minnesota

## Figure 1-2

Project Exhibit  
04/2022; DULAI



-  Taxiway A (Phase 3) - Approximate Limits
-  Taxiway A (Phase 3) - Approximate Limits ALT BID
-  Approximate Phase 3 Pavement Removals
-  Runway Safety Area (RSA)
-  Runway Object Free Area (ROFA)



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## Duluth International Airport

### Taxiway A Reconstruction Phase 3 Extra TW C Work – Electrical Construction Administration Services

#### Scope of Work

##### Anticipated Elements of Work for the Electrical Construction Administration Scope.

1. Review and Evaluate Contractor Submittals and Shop Drawings. The Consultant will log, track, review and respond to the Contractor's shop drawings, samples and submittals. The Consultant's review of all shop drawings, samples and submittals will be for general conformance with the design concept and general compliance with the requirements of the drawings and project manual. Such review will not relieve the Contractor from its responsibility for performance in accordance with the construction documents, nor is such review a guarantee that the work and materials covered by the shop drawings, samples and submittals are free of errors, inconsistencies or omissions.
2. Review and Respond to Contractor RFI's. The Consultant will review the Contractor's requests for information or clarification of the construction contract. The RFI's will be logged, tracked and coordinated with SEH as necessary. A total of 2 RFIs have been assumed for budgeting purposes. An excessive amount of requests by the Contractor may be cause for additional compensation.
3. Prepare Record Drawings. The Consultant will revise the original design drawings to reflect available record information provided by the Contractor for the final record drawings.
4. Coordinate ALCMS updates with ADB and Airport to ensure that the system is up to date with all projects.
5. Schedule. The timing of these services will be coordinated with the contractor's construction progress schedule and SEH. Construction is not anticipated to begin until Spring of 2024.
6. Cost of Services. The attached fee proposal details the man-hours for the various elements of work to be undertaken as part of the project. Burns & McDonnell will bill SEH monthly for services provided.
7. Project management is included in this proposal.

2023 Taxiway A Phase 3 - Electrical CA - C Work

June 2023

		Sr. Elec. Engr	Sr. Civil Engr. / Project Mgr	Elec. Engr.	Sr. CADD	Admin. Assist. (General Office)	Task Hours	Task Cost
<b>Task No.</b>	<b>Task Description</b>							
<b>I</b>	<b>Construction Administration</b>							
1	Attend Pre-construction Meeting						0	\$ -
2	Virtual Construction Meetings (16)						0	\$ -
3	Construction Site Visit (2)						0	\$ -
4	Attend Final Inspection						0	\$ -
5	Shop Drawing Review	1		1			2	\$ 386.00
6	RFI/ALCMS Coordination	1	2	8			11	\$ 2,123.00
7	Record Drawings	1		8		4	13	\$ 1,997.00
8	Project Management		2				2	\$ 386.00
<b>Total</b>		<b>3</b>	<b>4</b>	<b>17</b>	<b>0</b>	<b>4</b>	<b>28</b>	<b>\$ 4,892.00</b>
<b>V</b>	<b>Other Direct Costs</b>							
1	Reproduction Costs							
2	Travel							
	<b>Grand Total</b>							<b>\$ 4,892.00</b>

June 29, 2023

Proposal QTB179570

Adinda Van Espen, PE  
SEH, Inc.  
3535 Vadnais Center Drive  
Saint Paul, MN 55110

Re: Proposal for Construction Materials Testing Services  
Taxiway A Reconstruction – Phase 3  
Duluth International Airport  
4701 Grinden Drive  
Duluth, Minnesota

Dear Ms. Van Espen:

Braun Intertec Corporation respectfully submits this proposal to provide quality control observation and testing services during site grading, aggregate base placement, and bituminous and concrete paving for the reconstruction of Phase 3 of the Taxiway A project at the Duluth International Airport.

We have completed the geotechnical evaluation for Phase 3 of the Taxiway A Reconstruction project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

## **Our Understanding of Project**

We understand the project is being separated into two separate bids. The Base Bid will consist of the reconstruction of approximately 700 feet of Taxiway A west of Runway 3-21 and approximately 1,400 feet of Taxiway C south of Runway 9-27 and including Taxiway Connector C3. We understand that the Base Bid will include a 60-hour weekend period and 7 periods of nighttime work for the work within the Runway Safety Area (RSA) of Runway 9-27. The Alternate Bid will consist of the reconstruction of approximately 800 feet of Taxiway C south of Taxiway Connector C3.

Taxiway A and the portion of Taxiway C between Runway 9-27 and Taxiway A will consist of recompacted subgrade (P-152), geotextile fabric, Granular Borrow (P-154), Crushed Aggregate Base Course (P-209), Bituminous Base Course (MnDOT 2360), and Concrete Pavement (P-501). The remaining portions of Taxiway C will consist of recompacted subgrade (P-152), geotextile fabric, Granular Borrow (P-154), Crushed Aggregate Base Course (P-209), and Bituminous Pavement (P-401).

## Available Project Information

This proposal is based on our review of the documents described below. We will submit a revised scope of services and cost if the project changes.

- Bidding Documents including a Project Manual and Construction Drawings prepared by SEH, dated June 13, 2023.
- Geotechnical report prepared by Braun Intertec Corporation under project number B2208516, dated February 17, 2023.

## Scope of Services

Services are performed under the direction of a licensed professional engineer. Observation and testing services will be performed on a full-time or an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

### Soil Related Services

- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill and pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Measure the in-place dry density, moisture content and relative compaction of subgrade, granular borrow, and crushed aggregate base placed for pavement and utility support for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Perform Dynamic Cone Penetrometer (DCP) tests on crushed aggregate base materials.
- Sample and test granular borrow and crushed aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.

### Concrete Related Services

- Sample and test fresh concrete associated with pavement for compliance with the project documents and cast concrete beams for laboratory flexural strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.

- Measure and report the flexural strength of the concrete beams for compliance with the project documents. A set of two beams will be tested at 28 days for each subplot set cast.

#### **Bituminous Related Services – FAA Specifications**

- Sample and test bituminous pavement materials for compliance with the project documents, including Rice specific gravity and gyratory gravity tests of the bituminous FAA P-401.
- Provide a full-time bituminous pavement technician who will provide quality acceptance testing of the bituminous pavement in accordance with FAA P-401 requirements.
- Measure the thickness and density of the compacted bituminous pavement by the core method per FAA P-401 for compliance with the project documents. All labor and equipment for obtaining core samples will be provided by the contractor.

#### **Bituminous Related Services – MnDOT Specifications**

- Perform full-time bituminous paving observation during placement of bituminous pavement.
- Perform verification testing in accordance with MNDOT 2360 specifications.

#### **Consulting, Project Communication and Reporting Services**

- Project management, including scheduling of our field personnel and project meetings.
- Review observation and test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

#### **Scheduling Assumptions**

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Project will begin in May of 2024 and be completed in the Fall of 2024.
- We assume five trips for excavation observations and removals.
- We assume it will take 36 trips to complete the compaction testing by DCP and nuclear density gauge method for the project.
- We have provided an additional 11 trips for sample pick up for proctors and gradations of the subgrade and aggregate materials during placement.

- Our assumption is concrete paving will be completed in 19 days (including four days of nighttime work) for the project.
- Our assumption is bituminous paving will be completed in 15 days for the project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

## Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$154,160**. The fee for the Base Bid is estimated at \$123,860, and the fee for the Alternate Bid is estimated at \$30,300. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.



## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement.

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Agreement for Professional Services dated July 2, 2008.

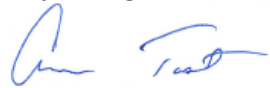
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Anderson at 320.305.0628 (coanderson@braunintertec.com) or Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE  
Project Engineer



Aaron M. Tast  
Aviation Account Leader, Senior Project Manager



Joseph C. Butler, PE  
Business Unit Leader, Senior Engineer



Shaun W. Sevigny, PE  
Vice President

Attachments:  
Estimated Cost Tabulation

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The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

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**Authorizer's Firm**

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**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

# Project Proposal

QTB179570

## Taxiway A Reconstruction - Phase 3

<b>Client:</b> Short Elliott Hendrickson, Inc. Adinda Van Espen 3535 Vadnais Center Dr Saint Paul, MN 55110	<b>Work Site Address:</b> Duluth International Airport 4701 Grinden Drive Duluth, MN 55811	<b>Service Description:</b> Quality Acceptance Testing Duluth International Airport
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	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>QA Testing (Base Bid - Schedule A)</b>				
<b>Activity 1.1</b>	<b>Soil Testing</b>				<b>\$27,835.00</b>
206	Excavation Observations	15.00	Hour	125.00	\$1,875.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Site Grading	3.00	Trips	5.00	15.00
207	Compaction Testing - Nuclear	120.00	Hour	95.00	\$11,400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Night Work	4.00	Trips	10.00	40.00
	P-154 Subbase	6.00	Trips	5.00	30.00
	P-209 Aggregate Base	6.00	Trips	5.00	30.00
	P-152 Subgrade	4.00	Trips	5.00	20.00
1308	Nuclear moisture-density meter charge, per hour	120.00	Each	15.00	\$1,800.00
217	Compaction Testing - DCP's	40.00	Hour	95.00	\$3,800.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Night Work	2.00	Trips	10.00	20.00
	P-209 Aggregate Base	4.00	Trips	5.00	20.00
209	Sample pick-up (Proctors_Gradation)	24.00	Hour	95.00	\$2,280.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Proctor/Gradation Pick-Up	8.00	Trips	3.00	24.00
1162	Sieve Analysis (P-154_P-209)	20.00	Each	160.00	\$3,200.00
1318	Moisture Density Relationship (Proctor)	10.00	Each	200.00	\$2,000.00
1861	CMT Trip Charge	37.00	Each	40.00	\$1,480.00
<b>Activity 1.2</b>	<b>Pavement Testing</b>				<b>\$29,025.00</b>
222	Bituminous Verification Testing	110.00	Hour	125.00	\$13,750.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	P-401/P-403 Pavement	5.00	Trips	12.00	60.00
	MNDOT 2360 Pavement	5.00	Trips	10.00	50.00
2689	MnDOT Bituminous Verification, per sample	7.00	Each	800.00	\$5,600.00
1542	Thickness and Density of Bituminous Core	40.00	Each	60.00	\$2,400.00
1861	CMT Trip Charge (Local Travel)	10.00	Each	40.00	\$400.00
110	Travel Time	30.00	Hour	125.00	\$3,750.00
1862	PAVE Trip Charge (if needed)	5.00	Each	275.00	\$1,375.00
1863	Per diem (as needed)	10.00	Each	175.00	\$1,750.00
<b>Activity 1.3</b>	<b>Concrete Testing</b>				<b>\$38,020.00</b>
261	Concrete Testing	228.00	Hour	95.00	\$21,660.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	P-501 Concrete (Night Work)	4.00	Trips	12.00	48.00
	P-501 Concrete	15.00	Trips	12.00	180.00
278	Concrete Cylinder Pick up	36.00	Hour	95.00	\$3,420.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	12.00	Trips	3.00	36.00

# Project Proposal

QTB179570

## Taxiway A Reconstruction - Phase 3

1367	Flexural strength of beams (ASTM C 78 and ASTM C 293), per specimen	90.00	Each	130.00	\$11,700.00
1861	CMT Trip Charge	31.00	Each	40.00	\$1,240.00
<b>Activity 1.4</b>	<b>Project Management</b>				<b>\$28,980.00</b>
238	Project Assistant	25.00	Hour	95.00	\$2,375.00
226	Project Manager	25.00	Hour	160.00	\$4,000.00
228	Senior Project Manager	75.00	Hour	185.00	\$13,875.00
1856	Vehicle mileage, per mile	2,500.00	Each	1.00	\$2,500.00
1863	Per diem	10.00	Each	175.00	\$1,750.00
126	Project Engineer	8.00	Hour	185.00	\$1,480.00
1230	Final Testing Report	1.00	Each	3,000.00	\$3,000.00
<b>Phase 1 Total:</b>					<b>\$123,860.00</b>
<b>Phase 2</b>	<b>QA Testing (Alternate Bid - Schedule B)</b>				
<b>Activity 2.1</b>	<b>Soils Testing</b>				<b>\$10,135.00</b>
206	Excavation Observations	10.00	Hour	125.00	\$1,250.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Site Grading	2.00	Trips	5.00	10.00
207	Compaction Testing - Nuclear	40.00	Hour	95.00	\$3,800.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	P-154 Subbase	3.00	Trips	5.00	15.00
	P-209 Aggregate Base	3.00	Trips	5.00	15.00
	P-152 Subgrade	2.00	Trips	5.00	10.00
1308	Nuclear moisture-density meter charge, per hour	40.00	Each	15.00	\$600.00
217	Compaction Testing - Sandcone & DCP's	10.00	Hour	95.00	\$950.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	P-209 Aggregate Base	2.00	Trips	5.00	10.00
209	Sample pick-up	9.00	Hour	95.00	\$855.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Proctor/Gradation Pick-Up	3.00	Trips	3.00	9.00
1318	Moisture Density Relationship (Proctor)	4.00	Each	200.00	\$800.00
1162	Sieve Analysis with 200 wash, per sample	8.00	Each	160.00	\$1,280.00
1861	CMT Trip Charge	15.00	Each	40.00	\$600.00
<b>Activity 2.2</b>	<b>Pavement Testing</b>				<b>\$10,825.00</b>
222	Bituminous Verification Testing	60.00	Hour	125.00	\$7,500.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	HMA P-401/P-403	5.00	Trips	12.00	60.00
1861	CMT Trip Charge (Local Travel)	5.00	Each	40.00	\$200.00
110	Travel Time	15.00	Hour	125.00	\$1,875.00
1862	PAVE Trip Charge	2.00	Each	275.00	\$550.00
1863	Per diem	4.00	Each	175.00	\$700.00
<b>Activity 2.3</b>	<b>Project Management</b>				<b>\$9,340.00</b>
238	Project Assistant	5.00	Hour	95.00	\$475.00
226	Project Manager	15.00	Hour	160.00	\$2,400.00
228	Senior Project Manager	25.00	Hour	185.00	\$4,625.00
1856	Vehicle mileage, per mile	750.00	Each	1.00	\$750.00
1863	Per diem	2.00	Each	175.00	\$350.00
126	Project Engineer	4.00	Hour	185.00	\$740.00

Phase 2 Total: \$30,300.00

Proposal Total: \$154,160.00

**Duluth Airport Authority**  
**Short Elliott Hendrickson Inc. (SEH) Work Order 2023-12 for Preliminary and Final Design for the Taxiway A Reconstruction – Phase 5 Project at the Duluth International Airport**

***Terms:***

- Estimated start date of August 1, 2023
- Estimated end date of August 1, 2024

***Agreement Overview:***

This work order includes preliminary and final design for the Taxiway A Reconstruction – Phase 5 project at Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 3-27-2023) between the DAA and SEH remain in effect for this work order.

***Compensation to Consultant:***

Compensation to the Consultant shall be a lump sum amount of \$696,000. Schedule A is for \$647,000.00, including the federally eligible portion of the work. Schedule B is for \$49,000, including the federally ineligible portion of the scope of work.

***Background:***

Taxiway A is the parallel taxiway for the main runway (Runway 9/27) serving the Duluth International Airport. The existing Taxiway A is approximately 10,700 feet in length, and the width of Taxiway A varies along its alignment. The reconstruction of Taxiway A could potentially be completed in nine phases, based on the result of the 2021 DLH Airport Master Plan and discussions with the Duluth Airport Authority (DAA) and FAA.

Phase 5 of the Taxiway A Reconstruction program will include approximately 1,700 linear feet of Taxiway A pavement reconstruction with concrete pavement. The reconstructed taxiway will be 75 feet in width, with 25-foot wide bituminous shoulders that will be designed to satisfy TDG V criteria. The project will also include the reconstruction and realignment of Taxiway A3 between Runway 9/27 and Taxiway A. Additionally, taxiway connector pavements will be constructed between the new Taxiway A pavement and the existing Midfield Ramp to accommodate aircraft operations. Taxiway A3 pavement will be designed to be concrete pavement 50 feet in width with 20-foot wide bituminous shoulders to satisfy TDG III design criteria.

This scope of engineering services includes preliminary design, final design, including plan drawings, specifications, an engineer's design report, quality control, design reviews, and construction bidding documents, as well as project management. Final design will occur in the fall of 2023 and winter of 2024, with project bids intended to be opened in June of 2024. Construction is anticipated to take place in the summer of 2025.

Engineering services for federally eligible portions of the scope of work are anticipated to be funded at a 90 percent rate by the Federal Aviation Administration (FAA) and 5 percent funded by the Minnesota Department of Transportation (MnDOT). Engineering fees for the federally ineligible portions of the scope of work are anticipated to be fully funded by the Air National Guard.

**WORK ORDER  
No. 2023-12  
Between**

**The Duluth Airport Authority (DAA) (Owner) and  
Short Elliott Hendrickson Inc. (SEH) (Consultant)**

**Dated: July 18, 2023**

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**TAXIWAY A RECONSTRUCTION – PHASE 5 (PRELIMINARY DESIGN, ENGINEER’S DESIGN  
REPORT, FINAL DESIGN, PLANS AND SPECIFICATIONS, BIDDING DOCUMENTS)  
DULUTH INTERNATIONAL AIRPORT (DLH)**

This work order includes preliminary and final design for the Taxiway A Reconstruction – Phase 5 project at Duluth International Airport (DLH). Components of this work include Preliminary Design, Engineer’s Design Report, Final Design, Plans and Specifications, and Bidding Documents. The contract provisions included in the Master Agreement (dated 03-27-23) between the DAA and SEH remain in effect for this work order.

Estimated start date is August 1, 2023; estimated end date is August 1, 2024.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$696,000.00. Schedule A is \$647,000.00 includes the federally eligible portion of the work. Schedule B is \$49,000.00 and includes the federally ineligible portions of the scope of work.

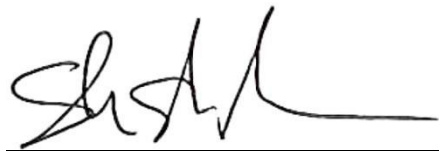
Descriptions of the services to be provided are included in Attachments A-1 and A-2. Detailed estimates of labor cost and expenses are included in Attachments B-1 and B-2.

Point of Contact: Shawn McMahon, Principal

**APPROVED:**

**Duluth Airport Authority (DAA)**

**Short Elliott Hendrickson Inc.**



\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: Principal

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: July 18, 2023

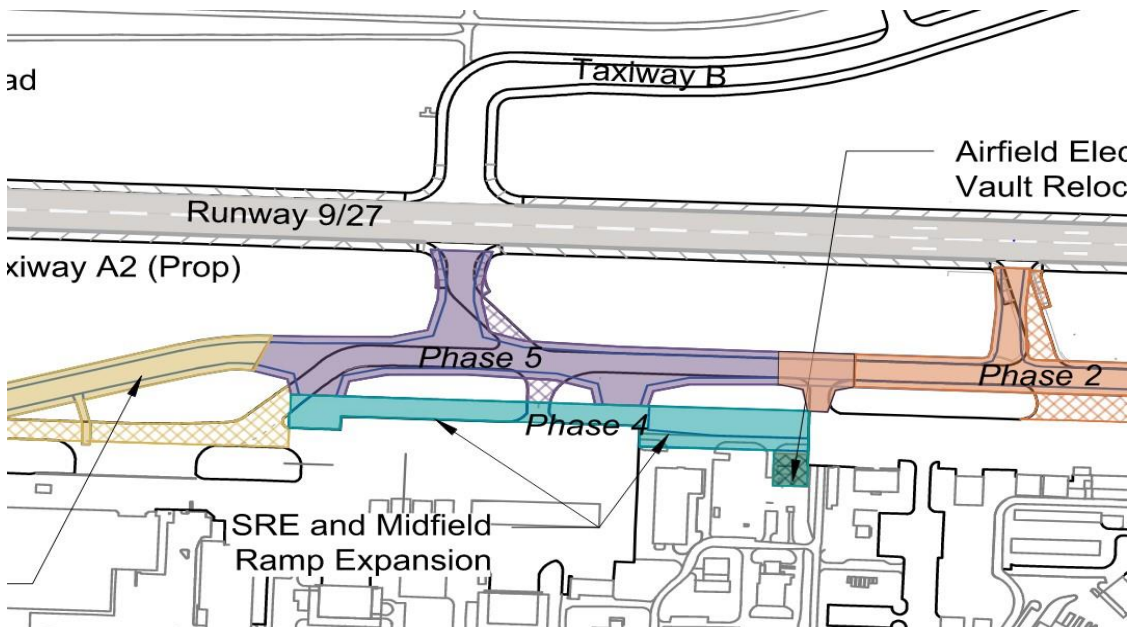
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**ATTACHMENT A-1**  
**Duluth International Airport (DLH)**  
**Taxiway A Reconstruction, Phase 5**  
**Scope of Work**  
**Schedule A (FAA Eligible)**

***Preliminary Design, Engineer's Design Report, Final Design, Plans & Specifications, Bidding Documents***

**General** – Taxiway A is the parallel taxiway for the main runway (Runway 9/27) serving the Duluth International Airport. The existing Taxiway A is approximately 10,700 feet in length, and the width of Taxiway A varies along its alignment. The reconstruction of Taxiway A could potentially be completed in nine phases, based on the result of the 2021 DLH Airport Master Plan and discussions with the Duluth Airport Authority (DAA) and FAA. Phase 5 of the Taxiway A Reconstruction Program will include a 1,700 foot length of Taxiway A reconstruction to the north of the Midfield Ramp. The Phase 5 project will also include the reconstruction and realignment of Taxiway A3 which joins Runway 9/27 with Taxiway A, being reconstructed and realigned to meet current FAA design standards which includes having a right-angle intersection with the runway. See **Figure 1 - Project Exhibit**. Additionally, taxiway connector pavements will be constructed between the new Taxiway A pavement and the existing Midfield Ramp to accommodate aircraft operations.

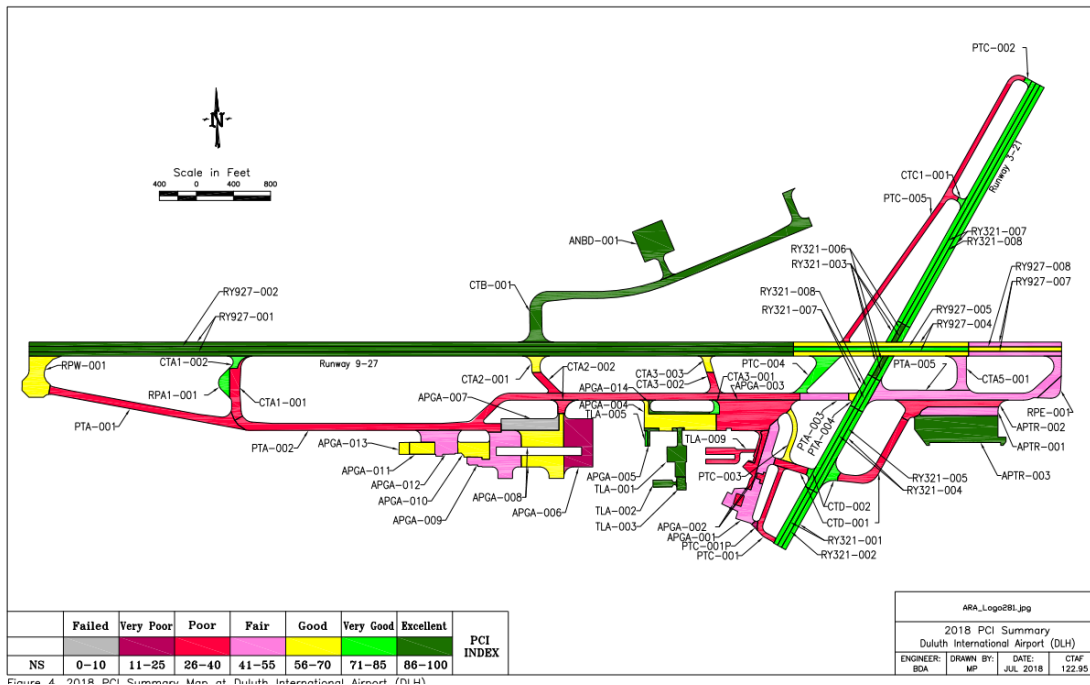


**Figure 1. Project Exhibit**

The majority of existing Taxiway A is 75-foot-wide bituminous pavement with no taxiway shoulders. A portion of existing Taxiway A3 connecting to Runway 9/27 is 75-foot-wide concrete pavement with bituminous shoulders and the other portion of Taxiway A3 to the south is 75 foot-wide bituminous pavement with no shoulders. Phase 5 will include reconstruction of approximately 1,700 feet of Taxiway A, 75 foot-wide, with 25-foot-wide bituminous shoulders to meet the criteria for TDG V based on the aircraft fleet mix that are anticipated to use Taxiway A. Taxiway A3 will be reconstructed to be 50 foot-wide, with 20 foot-wide shoulders to satisfy the TDG III design criteria based upon the fleet mix that are anticipated to use this taxiway.



The most recent Minnesota Department of Transportation (MNDOT) pavement condition assessment was completed in 2018 and recorded the following results. The areas included in Phase 5 using the MnDOT naming convention include CTA2-001 and CTA2-002 (Taxiway A3), and PTA-002 (Taxiway A). Pavement distresses exhibited in the Phase 5 areas include alligator cracking, block cracking, depression, longitudinal and transverse cracking, patching, raveling, swelling, and weathering. Most of the pavement in the Phase 5 area requires major rehabilitation due to poor pavement condition and or previously mentioned geometry/safety issues. The 1,700-foot portion of Taxiway A to the north of the Midfield Ramp, named PTA-002, was constructed in 1985 and has a PCI of 34. The portion of Taxiway A3 to the south connecting to Taxiway A, named CTA2-001 and CTA2-002, was constructed in 1981 and has a PCI value ranging between 31 and 68. See **Figure 2 - DLH 2018 PCI Summary**.



**Figure 2. DLH 2018 PCI Summary**

The project work will include removal of existing airfield pavements, concrete taxiway pavement installation, asphalt shoulder pavement construction, and storm sewer infrastructure and drainage improvements as required. Taxiway edge lighting, airfield signage, and related airfield electrical circuits will be reconstructed with this project. Project work will also include turf establishment and installation of airfield pavement markings.

*(The Construction Administration scope items will be included in a subsequent work order.)*

**Proposed project schedule:**

- July 18, 2023 – DAA Board to consider Preliminary and Final Design contract
- March 2024 – Submit Engineer's Design Report
- May 2024 – Final plans and specifications posted for bidding
- June 2024 – Bid opening
- July 2024 – DAA Board to consider Construction, Construction Administration contracts
- July 2024 – Grant application submittal
- May 2025 – Construction

**Project Deliverables** – The project deliverables of this scope include the following:

1. Project formulation
2. Preliminary Design
3. Engineer's Design Report for Taxiway A Reconstruction, Phase 5
4. Plan drawings for Taxiway A Reconstruction, Phase 5
5. Construction bidding documents for Taxiway A Reconstruction, Phase 5
6. FAA Construction plans and specifications review
7. Quality Control reviews
8. Project management and meetings

**This work scope includes:****Work Element 1: Project Formulation**

**Task 1.1 – Scoping, Review, and Coordination** – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Duluth Airport Authority (DAA) (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to FAA and MnDOT Office of Aeronautics for review and will be updated based on input received.

**Task 1.2 – Project Formulation** – SEH will complete cost breakdowns and eligibility determinations for the approved scope of work. Specifically, SEH will break the project into FAA eligible and ineligible scopes of work to enable accurate data for the FAA grant application.

**Task 1.3 – FAA Grant Initiation Documentation** – SEH will complete the project and grant pre-application documentation, associated preliminary cost breakdowns and preliminary eligibility determinations. The environmental CATEX (completed under another task) will be included in the project initiation documentation.

**Work Element 2: Preliminary Design**

**Task 2.1 – Geotechnical Analysis/Borings** – Geotechnical borings will be drilled in the location of the proposed reconstruction areas per FAA pavement design criteria. SEH will provide escorting and oversight during the drilling. The boring logs and narrative report will be used to develop the pavement design and

the typical section for the taxiway. The scope of work includes development and submittal of the FAA Form 7460 for completion of the boring scope of work.

**Task 2.2 – Topographic Survey** – A topographic survey will be completed in the area of the proposed Phase 5 reconstruction. Survey will include all pavement grades, pavement edges, drainage structures, utility information, airfield lighting, and other necessary features. SEH will complete the survey work and provide escorting and oversight during the survey.

**Task 2.3 – Environmental Determination/CATEX** – SEH will complete a request for environmental Categorical Exclusion (CATEX) for the Taxiway A Reconstruction Phase 5 project. The wetland delineations have been obtained through previous work. This scope of work will include reviewing historical and previously completed data, preparing the CATEX form, coordinating with FAA, and responding to FAA comments as necessary.

### **Work Element 3: Engineer's Design Report**

**Task 3.1 – General Scope of Work** – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project.

**Task 3.2 – Photographs** – SEH will coordinate with DAA staff to capture photographs of representative areas of existing site conditions of the pavement. The photographs will be included within the report.

**Task 3.3 – Applicable AIP Standards** – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars. Specific values for design standards as required for Taxiway A will be displayed in table format for airplane design group, approach category, runway safety area and object free area dimensions, geometric values and surface gradients.

**Task 3.4 – Airport Operational Safety Considerations** – SEH will develop a Construction Safety and Phasing Plan (CSPP) to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts due to construction.

This project design will require investigation of construction phasing alternatives to maintain a full length parallel taxiway pavement during project construction. Alternatives will be developed and presented to DAA and stakeholder groups for consideration, with the selected option being included in the project plans.

**Task 3.5 Pavement Design** – SEH will utilize pavement cores, soil borings and the geotechnical evaluation and report to evaluate the current pavement condition and underlying soils. The resulting pavement evaluation and identification of soil characteristics will be used with the fleet mix to develop a proposed pavement design and alternatives. (FAARFIELD program results and FAA Form 5100-1 will be included as part of the report.) Existing pavement removal/reuse options will be explored, as well as base and subgrade conditions and proposed modifications.

In addition, the document will use the critical design aircraft determined in previous phases for pavement design but verified for the varied geotechnical conditions.

- Task 3.6 – Drainage Design** – SEH will conduct a site visit, inspection and evaluation of the existing drainage and subsurface drainage systems. Delineation of the drainage area and stormwater runoff calculations will be determined to confirm current drainage and stormwater treatment features.
- Task 3.7 – Airfield Electrical Design** – SEH will review the existing airfield and electrical system with the electrical subconsultant. Requirements for installation of a new taxiway lighting system and airfield signage will be confirmed. SEH will review preliminary taxiway lighting layout and airfield signage and regulator requirements designed by electrical subconsultant.
- Task 3.8 – Navigational Aids** – SEH design team will confirm information obtained during previous studies concerning the navigational aids associated with Runway 9/27 and Taxiway A. All affected navigational aids and ownership will be included in the report in table format. It is anticipated that reimbursable agreements will not be necessary for this project and this will be explored and confirmed as part of the design report.
- Task 3.9 – Pavement Marking** – SEH will develop a preliminary pavement marking plan and details to be included as part of the report. Coordination with FAA Part 139 inspector for the marking plan and airfield signage plan is included as part of this task.
- Task 3.10 – Environmental Considerations** – SEH will document previously completed Categorical Exclusion (CATEX) performed in Task 2.3 for the project.. SEH will also identify necessary permits, including but not limited to NPDES and developing a Stormwater Pollution Prevention Plan (SWPPP) in concert with preliminary erosion control plans. SEH will develop City of Duluth stormwater permitting requirements.
- Task 3.11 – Existing Utilities** – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the area of the Taxiway A Reconstruction, Phase 5.
- Task 3.12 – Miscellaneous Work Items** – SEH will provide a narrative to address other work components of the project, such as turf establishment, erosion control, site access, and other related work items.
- Task 3.13 – Life Cycle Cost Analysis** – SEH will include a discussion on Life Cycle Cost Analysis and confirm that the Life Cycle Cost Analysis for Taxiway A Reconstruction, Phase 1 is still appropriate for this project. The Life Cycle Cost Analysis process and results from Taxiway A Reconstruction, Phase 1 will be included in the report.
- Task 3.14 – Modification to AIP Design Standards** – No modifications to design standards are anticipated, but this task will explore all preliminary design to confirm that no modifications to design standards will be requested.
- Task 3.15 – AIP Non-eligible Work Items** – Any potential non-eligible work items will be identified. If non-eligible work items are identified, the process for separating these work components from eligible components will be addressed.
- Task 3.16 – Disadvantaged Business Enterprise (DBE)** – The current status of the Sponsor’s DBE program will be established, together with project goals for the Taxiway A Reconstruction, Phase 5 project. It is anticipated that the goal from 2022, 2023, and 2024 will be reviewed.

**Task 3.17 – Project Schedule** – SEH will develop a schedule and associated chart to identify the project schedule specific to Phase 5 of the Taxiway A Reconstruction, and milestones during the design and bidding process.

**Task 3.18 – Engineer’s Estimate of Probable Cost** – SEH will provide an itemized summary of the engineer’s estimate of probable construction costs. Any ineligible work components will be called out separately.

**Task 3.19 – Preliminary Project Budget** – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and prorrations will also be included.

#### **Work Element 4: Plan Drawings for Taxiway A Reconstruction, Phase 5**

Final design and plan drawings for Taxiway A Reconstruction, Phase 2, will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Regulations and Policy Memorandums will be used as needed.

Specific tasks included with this work element include:

**Task 4.1 – Environmental Coordination and Permits** – SEH will refine the draft Stormwater Pollution Prevention Plan (SWPPP) and erosion control plans completed as part of the Engineer’s Design Report. Additionally, the scope of work includes completion and/or coordination of the following permits:

- MPCA NPDES permit application
- City of Duluth Haul Route Application
- City of Duluth Stormwater permit
- Stormwater Pollution Prevention Plan (SWPPP)
- MPCA Concrete Batch Plant Permit

**Task 4.2 – Construction Safety and Phasing Plan Development** – SEH will refine and update the preliminary Construction Safety and Phasing Plan (CSPP) that was developed as part of the Engineer’s Design Report. SEH will meet with DAA staff, airfield tenants and users to evaluate potential risks and determine appropriate mitigation tactics. The preliminary CSPP will be enhanced to determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A final CSPP will be uploaded for FAA airspace review. A Construction Safety Plan Narrative will also be created to complement the CSPP.

**Task 4.3 – 7460 Airspace Determination Review** – SEH will submit the required airspace data on the FAA’s OE/AAA website for an airspace determination. Submitted data will include a 7460 drawing with points of interest, the CSPP developed as part of Task 4.2, the safety plan narrative document, and other requested information by FAA. This task also includes effort to adjust submitted data requested by FAA.

**Task 4.4 – Detailed Final Design** – Detailed final design to include establishment of final plan/profile, shoulder impacts from taxiway widening and construction, grading and topographic survey analysis, surface and subsurface drainage design including final storm sewer infrastructure and other related project elements. Electrical final design will be related to edge lighting, taxiway

lighting, airfield signage, and associated components. (See attached work scope from electrical subconsultant).

**Task 4.5 – Construction Plan Sheets** – Specific plan sheets to be developed and included in the plan set are as follows:

- Title Sheet
- Construction Safety Plan
- Construction Phasing Plan. The phasing plans will include temporary taxiway marking, temporary electrical design, and airfield guidance sign adjustments for temporary taxiways.
- Construction Signage Plan
- Statement of Estimated Quantities
- Details and Construction Notes
- Utility Locations Plan
- Storm Sewer Plan and Profiles
- Typical Section(s)
- Removal Plan
- Erosion Control Plan and Details
- Grading Plan
- Topography and Plan/Profile drawings for new pavement
- Alignment Plan
- Bituminous Pavement Jointing Plan and Details
- Concrete Pavement Joint Plan and Details
- Pavement Elevation Plan Sheets
- Pavement Marking Plan and Details
- Standard Plates
- Cross Sections
- Electrical Layout and Details

**Task 4.6 – Quality Control Site Visit** – SEH will conduct two quality control site visits during final design to verify base maps, utility locations, light locations, grades, and other relevant site features to ensure conformance to bidding documents.

#### **Work Element 5: Construction Bidding Documents for Taxiway A Reconstruction, Phase 5**

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

**Task 5.1 – Construction Bidding Documents** – A bid proposal project manual will be prepared that will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, State and Federal requirements, wage rates, technical specifications and special provisions. Bidding documents will be edited individually and sent to the City of Duluth Purchasing Office for review. This task also includes coordination with the City of Duluth Purchasing Office to advertise the project for bid.

**Task 5.2 – Construction Technical Specifications** - This task includes creation of construction technical specifications for the project. These specifications

will be created from the FAA Advisory Circular 150/5370-10H - Standard Specifications for Construction of Airports and modified for the project. Individual specifications will be edited individually to meet project requirements.

**Task 5.3 – Construction Management Plan** – A Construction Management Plan (CMP) and reporting program will be prepared per FAA guidelines.

#### **Work Element 6: FAA Construction Plans and Specifications Full Review**

**Task 6.1 – FAA Coordination** – SEH will coordinate with the FAA on submitting a 90% complete set of construction plans and specifications for FAA review.

**Task 6.2 – Completion of Appendix 3, “Full Review Guide”** – SEH will complete Appendix 3 “Construction Plans and Specifications “Full Review Guide” and submit the document with the 90% plans and specifications

**Task 6.3 – Review and Address FAA Comments** – SEH will review and address all FAA comments on the plans and specifications and develop documentation to track any comments received and how those comments were addressed.

#### **Work Element 7: Quality Control Reviews**

Quality Control includes the following tasks:

**Task 7.1 – Quantity Calculations and Final Engineer’s Estimate** –This task includes finalization of quantities associated with the project for use in the bid package. A final engineer’s estimate using these quantities is also included.

**Task 7.2 – Quality Control Reviews** –This task includes quality control reviews of the project plans and specifications, quantity determinations and construction cost estimates. An on-site plan review with DAA staff is included.

**Work Element 8: Project Management** – This task includes the overall project management of Work Elements 1 through 7 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

**Task 8.1 – Design Team Meetings** –This task includes bi-weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. It is anticipated that there will be 12 design meetings.

**Task 8.2 – Agency Meetings** –This task includes monthly meetings by the design team, MnDOT Office of Aeronautics, FAA ADO, DAA staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items. It is anticipated that there will be four, two-hour agency virtual meetings, attended by PM, PE, and Planner.

**Task 8.3 – Airport Authority Meetings** –This task includes attendance at monthly DAA Authority meetings to provide project updates to the DAA Board members. Four, two-hour meetings are included requiring Principal, PM, and Planner attendance.

**Task 8.4 – Public Involvement Meetings and Notifications** – This task includes specific meetings with airlines, airfield businesses, airfield tenants, terminal tenants, St. Louis County, and other critical stakeholders to provide updates on the status of the project and address any issues or concerns. This task also includes coordination with local FAA tech ops regarding the project schedule, any impacts to FAA equipment, and other coordination items. SEH will host two dedicated meetings with tenants and stakeholders discussing the proposed improvements.

**Task 8.5 – Sub consultant Coordination** –This task includes subcontractor coordination and administration, including contract and fee development, escorting of field work, deliverable review, and final payment and closeout.

**Task 8.6 – Overall Project Management** –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, progress reports, budget updates and monthly invoices and contract negotiation.

**Subconsultants performing work under this proposal include the following:**

- 1. Braun Intertec.** All geotechnical engineering associated with the project will be performed by Braun Intertec out of Duluth, Minnesota.
- 2. Burns & McDonnell.** Airfield electrical design with the project will be performed by Burns & McDonnell out of Bloomington, Minnesota.



**ATTACHMENT B-1**  
**ESTIMATED FEES AND EXPENSES**  
**TAXIWAY A RECONSTRUCTION (PHASE 5)**  
**PRELIMINARY DESIGN, ENGINEER'S DESIGN REPORT, FINAL DESIGN, PLANS AND SPECIFICATIONS, BIDDING DOCUMENTS**  
**SCHEDULE A - FAA ELIGIBLE**  
**DULUTH INTERNATIONAL AIRPORT (DLH)**  
**Duluth, Minnesota**

Task No.	Task Description	Principal	Project Manager	Professional Engineer	Project Engineer	Aviation Planner	Senior CAD Technician	Survey Crew Chief	Instrument Operator	Water Resources Engineer	Admin Technician
<b>Project Formulation</b>											
1.1	Scoping, Review, and Coordination	4	12	12		12					
1.2	Project Formulation	4	12	12		12					
1.3	FAA Grant Initiation Documentation	4	12	12		12					
<b>Preliminary Design</b>											
2.1	Geotechnical Analysis/Borings		2	16	20		4				
2.2	Topographic Survey		2		36		8	100	100		
2.3	Environmental Determination/CATEX		2			4				16	
<b>Engineer's Design Report</b>											
3.1	General Scope of Work	2	12	4							12
3.2	Photographs			6							
3.3	Applicable AIP Standards		2	6		6					
3.4	Airport Operational Safety Considerations		8	20	20	8	16				
3.5	Pavement Design		8	24	40						
3.6	Drainage Design		4	24	24		40				
3.7	Airfield Electrical Design		2	8							
3.8	Navigational Aids		2	4		4					
3.9	Pavement Marking		4	10	16						
3.10	Environmental Considerations		4	4			8			16	
3.11	Existing Utilities		2	12			12				
3.12	Miscellaneous Work Items		4	8							
3.13	Life Cycle Cost Analysis		4	4							
3.14	Modification to AIP Design Standards		4	8		4					
3.15	AIP Non-eligible Work Items		4	4							
3.16	Disadvantaged Business Enterprise (DBE)		4	4							16
3.17	Project Schedule	2	4	8	8	4					
3.18	Engineer's Estimate of Probable Cost		8	8	16		4				
3.19	Preliminary Project Budget	2	8	12	8						
<b>Plan Drawings for Taxiway A Reconstruction, Phase 5</b>											
4.1	Environmental Coordination and Permits		8	8	8	16	16				8
	MPCA NPDES Permit			2			4			8	
	Haul Route Permit			4			4				
	City of Duluth Stormwater Permit		2		4					20	
	SWPPP		8	8	8		20			20	
	MPCA Concrete Batch Plant Permit			4	4						
4.2	Construction Safety and Phasing Plan		20	20	20		20				
4.3	7460 Airspace Determination Submittal				20		20				
4.4	Detailed Final Design										
	Taxiway A & Taxiway A3	8	32	160	140	8	80			12	
4.5	Construction Plan Sheets										
	Title Sheet						8				
	Construction Safety Plan		2	4	8		20				
	Construction Phasing Plans		2	8	16	16					
	Construction Signage Plan		2		4		16				
	Statement of Estimated Quantities		4	4	12		20				
	Details and Construction Notes		4	4			16				
	Utility Locations Plan				4		20				
	Storm Sewer Plan and Profiles		4	12			32				
	Typical Section(s)		4	8	12		20				
	Removal Plan		4	8	8		20				
	Erosion Control Plan and Details		2	8	8		8			24	
	Grading Plan		4	16	40		60				
	Topography and Plan/Profile Drawings		2	4	12		20				
	Alignment Plan			8	8		20				
	Bituminous Jointing Plan and Details		2	4	4		8				
	Concrete Jointing Plan and Details		4	8	16		16				
	Pavement Elevation Plan Sheets		2	4			4				
	Pavement Marking Plan and Details		4	8	12		20				
	Standard Plates			4			8				
	Cross Sections			4	4		20				
	Electrical Layout and Details		4	4	8		8				
4.6	Quality Control Site Visit		12	12	12						
<b>Construction Bidding Documents for Taxiway A Reconstruction, Phase 5</b>											
5.1	Construction Bidding Documents		20	24	40					4	20
5.2	Construction Technical Specifications		8	12	16						
5.3	Construction Management Plan (CMP)		4	8	16						
<b>FAA Construction Plans and Specifications Full Review</b>											
6.1	FAA Coordination		8	16	20	4					
6.2	Completion of Appendix 3		4	16							
6.3	Review and Address FAA Comments		8	8	8		8				
<b>Quality Control</b>											
7.1	Quantity Calculations and Final Engineer's		8	8	8		8				
7.2	Quality Control Reviews	4	80	120	40		8				
<b>Project Management and Meetings</b>											
8.1	Design Team Meetings		18	18	18	10	18				4
8.2	Agency Meetings		8	8		8					
8.3	Airport Authority Meetings	8	8			8					
8.4	Public Involvement Meetings and Notifications	4	4			4					
8.5	Subconsultant Coordination		20	8							
8.6	Overall Project Management	4	20	8							
<b>Total hours per labor category</b>		<b>46</b>	<b>480</b>	<b>826</b>	<b>746</b>	<b>140</b>	<b>662</b>	<b>100</b>	<b>100</b>	<b>120</b>	<b>60</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Principal	46	\$82.21	\$3,781.66
Project Manager	480	\$74.23	\$35,630.40
Professional Engineer	826	\$48.59	\$40,135.34
Project Engineer	746	\$36.20	\$27,005.20
Aviation Planner	140	\$52.50	\$7,350.00
Senior CAD Technician	662	\$57.04	\$37,760.48
Survey Crew Chief	100	\$39.67	\$3,967.00
Instrument Operator	100	\$39.03	\$3,903.00
Water Resources Engineer	120	\$49.47	\$5,936.40
Admin Technician	60	\$33.91	\$2,034.60

Total Direct Labor Costs: 3,280 \$167,504.08  
Direct Salary Costs plus Overhead \$314,907.67

**Total Labor Costs \$482,411.75**

**Fixed Fee on Labor Costs (15%) \$72,361.76**

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Airfield Lighting (Burns and McDonnell)	1	\$52,630.53	\$52,630.53
Geotechnical Investigation (Braun Intertec)	1	\$16,905.00	\$16,905.00
Computer Charge	3,280	\$5.80	\$19,024.00
Employee Mileage	2000	\$0.650	\$1,300.00
Reproductions / Miscellaneous	1	\$2,000.00	\$2,000.00

**Total Expenses \$91,859.53**

**SUMMARY:**

Total Labor Costs + Expenses + Fixed Fee \$646,633.04

**Estimated Total \$647,000.00**

**ATTACHMENT A-2**  
**Duluth International Airport (DLH)**  
**Taxiway A Reconstruction, Phase 5**  
**Scope of Work**  
**Schedule B (FAA Ineligible Tasks)**

***Preliminary Design, Engineer's Design Report, Final Design, Plans and Specifications, Bidding Documents***

**General** – Schedule B reflects the same overall project description as Schedule A, but specifically focuses on the portion of the tasks that are not federally eligible, and required to complete the federally ineligible portions of work. These tasks include the design effort required to construct an ADG V/TDG-5 taxiway beyond the limits of the FAA eligible ADG 3/TDG III taxiway dimensions.

*(The Construction Administration scope items will be included in a subsequent work order.)*

**This work scope includes:**

**Work Element 1: Project Formulation**

**Task 1.1 – Scoping, Review, and Coordination** – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Duluth Airport Authority (DAA) (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to FAA and MnDOT Office of Aeronautics for review and will be updated based on input received. This work is specific to the additional effort required to design and fund the increase in taxiway width for Taxiway A, and coordination with the Air National Guard specific to additional funding. Taxiway A3 is being designed to FAA standards, and is considered eligible.

**Task 1.2 – Project Formulation** – SEH will complete the project and grant pre-application documentation, cost breakdowns and eligibility determinations for the approved scope of work. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard specific to additional funding. This task includes the development and coordination of the Military Construction Cooperative agreement, and subsequent approval.

**Work Element 2: Engineer's Design Report**

**Task 2.1 – General Scope of Work** – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard specific to additional funding.

**Task 2.2 – Engineer's Estimate of Probable Cost** – SEH will provide an itemized summary of the engineer's estimate of probable construction costs. Any ineligible work components will be called out separately. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard.

**Task 2.3 – Preliminary Project Budget** – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and proration will also be included. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard.

### **Work Element 3: Plan Drawings for Taxiway A Reconstruction, Phase 5**

Final design and plan drawings for Taxiway A Reconstruction, Phase 5, will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Regulations and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

**Task 3.1 – Detailed Final Design** – The final design will include the design of the additional 25 feet of taxiway width and the additional 5 feet of taxiway shoulder width.

**Task 3.2 – Plan Production** – A few plan sheets will require additional effort to create due to the increased width of Taxiway A and the shoulders. It is anticipated that Construction Safety and Phasing, Utility Locations, Typical Sections, Plan and Profile, Jointing, and Pavement Marking drawings will require some level of additional effort.

### **Work Element 4: Quality Control Reviews**

**Task 4.1 – Quantity Calculations and Final Engineer's Estimate** –This task includes finalization of quantities associated with the project for use in the bid package. A final engineer's estimate using these quantities is also included. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard.

**Work Element 5: Project Management** – This task includes the overall project management of Work Elements 1 through 4 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

**Task 5.1 – Design Team Meetings** –This task includes bi-weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. It is anticipated that there will be 12 design meetings, of which, a portion of them will be discussing ineligible areas.

**Task 5.2 – Agency Meetings** –This task includes one meeting by the design team with the 148th Fighter Wing to discuss the project design development, schedule, and any other related items.

**Task 5.3 – Overall Project Management** –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, progress reports, budget updates and monthly invoices and contract negotiation. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard.

**ATTACHMENT B-2  
ESTIMATED FEES AND EXPENSES  
TAXIWAY A RECONSTRUCTION (PHASE 5)  
PRELIMINARY DESIGN, ENGINEER'S DESIGN REPORT, FINAL DESIGN, AND PLANS AND SPECIFICATIONS, BIDDING DOCUMENTS  
SCHEDULE B - FAA INELIGIBLE  
DULUTH INTERNATIONAL AIRPORT DLH)  
Duluth, Minnesota**

Task No.	Task Description	Principal	Project Manager	Professional Engineer	Project Engineer	Aviation Planner	Senior CAD Technician	Water Resources Engineer	Admin Technician
<i>Project Formulation</i>									
1.1	Scoping, Review, and Coordination	2	4	4		4			
1.2	Project Formulation	2	4	4		4			
<i>Engineer's Design Report</i>									
2.1	General Scope of Work	4	4	8					2
2.2	Engineer's Estimate of Probable Cost		4	8	8		2		
2.3	Preliminary Project Budget		1	4	4				
<i>Plan Drawings for Taxiway A Reconstruction, Phase 5</i>									
3.1	Detailed Final Design		8	16	32		20		
3.2	Plan Production		8	16	20		36		
<i>Quality Control</i>									
4.1	Quantity Calculations and Final Engineer's		4	8	8		4		
<i>Project Management and Meetings</i>									
5.1	Design Team Meetings		4	2		1			1
5.2	Agency Meetings		1	1		1			
5.3	Overall Project Management	2	4						
<b>Total hours per labor category</b>		<b>10</b>	<b>46</b>	<b>71</b>	<b>72</b>	<b>10</b>	<b>62</b>	<b>0</b>	<b>3</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Principal	10	\$82.21	\$822.10
Project Manager	46	\$74.23	\$3,414.58
Professional Engineer	71	\$48.59	\$3,449.89
Project Engineer	72	\$36.20	\$2,606.40
Aviation Planner	10	\$52.50	\$525.00
Senior CAD Technician	62	\$57.04	\$3,536.48
Water Resources Engineer	0	\$49.47	\$0.00
Admin Technician	3	\$33.91	\$101.73
<b>Total Direct Labor Costs:</b>	<b>274</b>		<b>\$14,456.18</b>
<b>Direct Salary Costs plus Overhead</b>			<b>\$27,177.62</b>
<b>Total Labor Costs</b>			<b>\$41,633.80</b>
<b>Fixed Fee on Labor Costs (15%)</b>			<b>\$6,245.07</b>

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Computer Charge	274	\$5.80	\$1,589.20
<b>Total Expenses</b>			<b>\$1,589.20</b>

**SUMMARY:**

Total Labor Costs + Expenses + Fixed Fee	<b>\$49,468.07</b>
<b>Estimated Total</b>	<b>\$49,000.00</b>

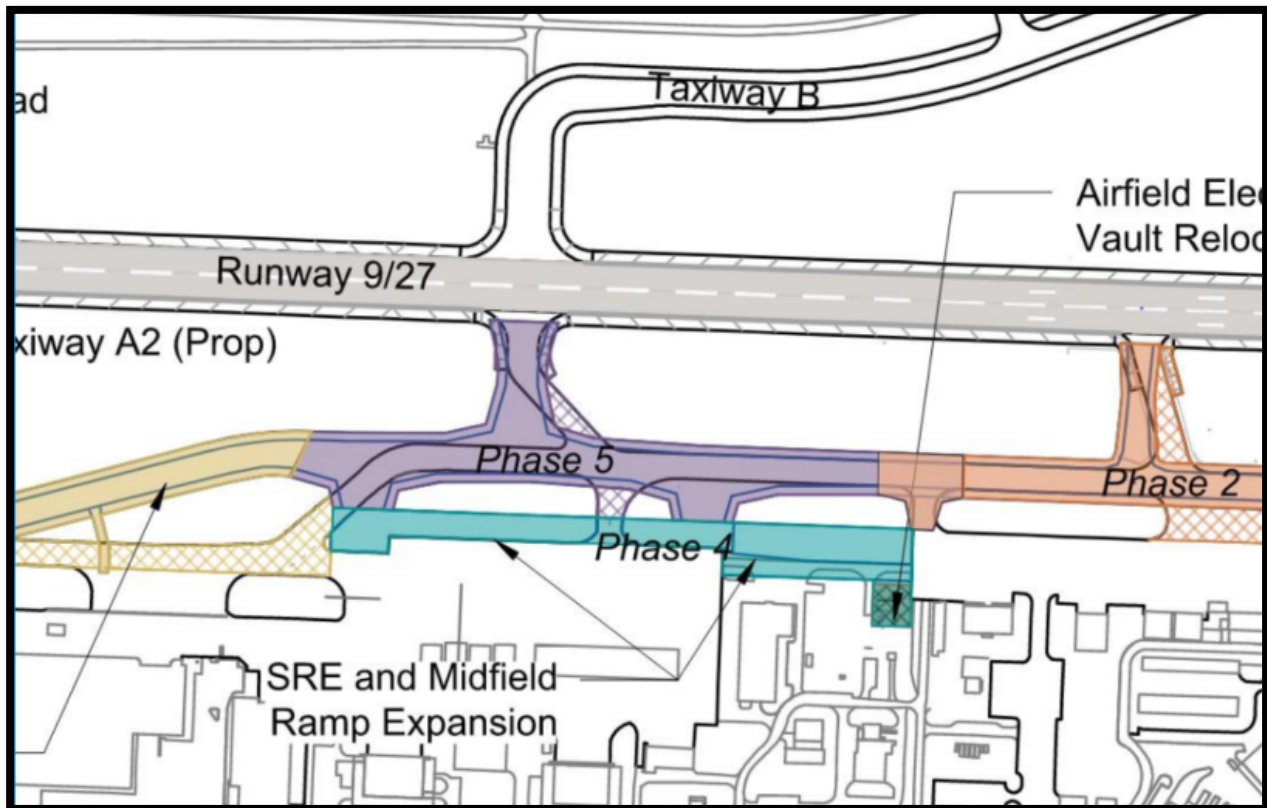
## Duluth International Airport

### Taxiway A Reconstruction Phase 5 - Electrical Design Services

#### Scope of Work

**Overall Project Scope.** The ultimate project scope of work will involve the production of the Engineers Design Report and the final design for reconstruction of Phase Five of existing parallel Taxiway Alpha at the Duluth International Airport. The Phase 5 project scope includes approximately 1,750 linear feet of concrete taxiway, 75 feet in width, with bituminous shoulders that will be designed to be Taxiway Design Group 5. The project will also include the demolition and realignment of connector Taxiway Alpha 3. The work will include drainage improvements, including potential storm structure repair or replacement. Additionally, new taxiway lighting and signage will be installed. The associated airfield lighting control system will be modified to match the installed lighting configuration.

#### Electrical Design Scope, Taxiway Alpha Phase 5



**EXHIBIT 1: PROJECT SCOPE OF WORK**

Design for the L-861T(L) elevated taxiway edge Light Emitting Diode (LED) type lighting fixtures and corresponding infrastructure (i.e. lighting can, drainage, conduit, wire, etc.) will be provided. See

**EXHIBIT 1** for the work along Taxiway Alpha, and Taxiway A3. The project will remove, update, and replace all lighting and signage as necessary.

**Additional Scope Items:**

- Coordination with the FAA and potential relocation of FAA owned electrical infrastructure.
- Review of Runway 9-27 Edge Lights in the footprint of the Phase 5 project. Design any alteration from elevated edge light to in pavement light.
- Alteration or relocation of any electrical structures in the project footprint.
- Coordination of Phase 5 with surrounding phases currently in construction.
- It is assumed that no work will be needed for either Runway PAPIs located near the footprint of the project.

**Elements of Work for the Final Electrical Design Scope.**

**1. PROJECT MEETINGS:**

- a. The Consultant will attend 4 (1-hour) virtual project review meetings with the DAA with two engineers.
- b. The Consultant will attend 8 (1-hour) virtual project meetings to discuss design coordination and deliverables with two engineers.
- c. An in-person site visit will be conducted. 1 Engineer (8-hours)

**2. FULL DESIGN PRODUCTION:**

- a. The Consultant will review all existing airport documents. Plans, as-builts, etc.
- b. The Consultant will produce the electrical components for the 60%, and Final Engineer's Design Report (EDR).
- c. The Consultant will produce 60%, 90%, and Issued for Bid plans. The plans include but are not limited to the following:
  - Electrical Legend, Light Fixture Schedule, and Abbreviations.
  - Electrical Notes
  - Electrical Demolition Plans (5 Grids)
  - Electrical Overall Plan
  - Electrical Site Plans (5 Grids)
  - Electrical Sign Legend
  - Home Run (Vault) Plan
  - Electrical Details (3 Sheets)
- d. The Consultant will produce 60%, 90%, and Issued for Bid Specifications. The specifications include but are not limited to the following:
  - L-108 Underground Power Cable for Airports
  - L-109 Airport Transformer Vault and Vault Equipment
  - L-110 Airport Underground Electrical Duct Banks and Conduits

-L-115 Electrical Manholes and Junction Structures

-L-125 Installation of Airport Lighting Systems

- e. The Consultant will produce 60%, 90%, and Issued for Bid Cost estimates.
- f. The Consultant will respond to SEH, FAA, and DAA comments from the 60%, and 90% submittal reviews.

**3. BIDDING:**

- a. Bidding services are not included in this proposal.

**4. SCHEDULE**

- a. The timing of these services will be coordinated with SEH with an anticipated bidding date in 2024 and construction 2025.

**5. COST OF SERVICES:**

- a. The attached fee estimate details the hours and fee proposal for the various elements of work to be undertaken as part of the project. Burns & McDonnell will bill SEH monthly for services provided.
- b. Project Management and Administration services are provided in this proposal.
- c. No construction Administration services are included in this proposal, including the production of Issued for Construction contract documents.





June 29, 2023

Proposal QTB180776

Jarrold Nelson, PE  
SEH, Inc.  
3535 Vadnais Center Drive  
Saint Paul, MN 55110

Re: Proposal for a Geotechnical Evaluation  
Proposed Taxiway A Reconstruction, Phase 5  
Duluth International Airport  
4701 Grinden Drive  
Duluth, Minnesota

Dear Mr. Nelson:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed reconstruction of Phase 5 of Taxiway A at the referenced site.

## **Project Information**

Per our correspondence with you and the provided preliminary design plan, the project will include the reconstruction of approximately 1,700 feet of Taxiway A, including a connector taxiway to Runway 9-27 and 2 taxilanes connecting to the Midfield Ramp. The locations of the pavement cores and soil borings will be selected and surveyed by SEH.

## **Purpose**

The purpose of our geotechnical evaluation will be to characterize existing pavement and subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and reconstruction of the Taxiway A and the connectors.

## **Scope of Services**

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

## **Site Access**

Based on aerial photographs and previous site visits, it appears that the site is accessible to a truck-mounted drill rig. We understand our field work will be completed during daylight hours. We assume there will be no cause for delays in accessing the exploration locations.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

### **Utility Clearance**

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. A Braun Intertec representative will arrange an on-site utility meet with the notified locators at the project site. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

### **Penetration Test Borings**

We propose to drill 12 standard penetration test (SPT) borings for the project, extending them to 10 feet. Standard penetration tests will be performed continuously in the upper 5 feet and at 2 1/2-foot vertical intervals at greater depths. We will collect bag samples from the auger cuttings of the subgrade for laboratory testing.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

### **Pavement Coring**

We will core pavements at 4 of the soil boring locations and 2 additional locations where pavement removals are planned. The cores will be extracted and visually evaluated. Thicknesses and pavement condition within the cores will be reported. We understand this work will take place when temperatures are above freezing.

### **MDH Notification and Sealing Record**

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

### **Borehole Abandonment**

After completing the soil borings, the borings will be backfilled with cuttings and patched. Over time, subsidence of borehole backfill may occur, requiring surface grades to be re-leveled or patches to be replaced. Braun Intertec is not assuming responsibility for re-leveling or re-patching subsequent to initial backfilling and patching long term.

### **Sample Review and Laboratory Testing**

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 12 moisture content tests, 3 Atterberg limits tests, 3 sieve hydrometer analyses, 3 mechanical analyses (through a #200 sieve only), 3 modified Proctor tests, and 3 California Bearing Ratio tests. We will adjust the actual number and type of tests based on the results of our borings.

### **Report**

We will prepare a report including:

- A sketch showing the boring locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact pavement design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement subgrades, and the selection, placement and compaction of fill.
- Recommended CBR value to aid in pavement design.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

### **Schedule**

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 6 weeks following receipt of written authorization
- Field exploration – 2 days on site to complete the work
- Classification and laboratory testing – within 2 weeks after completion of field exploration
- Preliminary results – within 2 weeks after completion of field exploration
- Final report submittal – within 4 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## **Fees**

We will furnish the services described in this proposal for a lump sum fee of \$16,905. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. We have budgeted for nighttime work for a portion of the field work. If conditions occur that require us to work outside of these hours discussed, we will request additional fees to cover our additional costs. Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

## **General Remarks**

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will provide our services under the terms of the Agreement for Professional Services dated July 2, 2008.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Anderson 320.305.0628 (canderson@braunintertec.com) or Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE  
Project Engineer



Joseph C. Butler, PE  
Business Unit Leader, Senior Engineer

---

The proposal is accepted, and you are authorized to proceed.

---

**Authorizer's Firm**

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**Authorizer's Signature**

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**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

## VII - K

### RESOLUTION TO APPROVE AND ADOPT REVISED OPERATING POLICY #8: LEASE, AGREEMENT AND CONTRACT POLICY, AND REMOVE PREVIOUSLY ADOPTED OPERATING POLICIES #6, #10, #16, AND #25

#### **Terms:**

- Effective as of the date of board approval.

#### **Overview:**

- Several policies within the DAA board adopted Operating Policy Manual included requirements for leases, agreements, and contracts. DAA Staff wished to combine these policies to provide clearer guidance for DAA staff.
- Operating Policy #18: Purchasing Policy previously included a section regarding duration of contract approvals allowed to be completed by the Executive Director. With the approval of the revised policy completed in May, this provision no longer existed, and needed to be included in a new policy to give the Executive Director this Authorization
- DAA staff included the following policies in this one:
  - Operating Policy #6: Short-Term Advertising Contracts
  - Operating Policy #10: Rental and Security Deposits
  - Operating Policy #16: Hangar Rental Agreements
  - Operating Policy #25: Vehicle Parking Agreements
  - Previously Operating Policy #18: Processing of Contracts Section
- New Policy authorizes the Executive Director to enter into short-term license, lease or advertising agreements of up to 12 months in duration, month-to-month or cancellable agreements.

## **OPERATING POLICY # 8**

### **LEASE, AGREEMENT & CONTRACTS POLICY**

**Implementation Date:** July 18, 2023

**PURPOSE:** To combine all lease and agreement policies under one policy to provide clear guidance to DAA directors and staff.

#### **Rental And Security Deposits:**

1. The requirement for security deposits will be determined on a lease-by-lease basis and will be included in the agreements for approval by the Authority when determined necessary.

#### **Hangar Rental Agreements:**

1. The Executive Director may authorize lease agreements for the rental of the existing Duluth Airport Authority controlled general aviation hangars.
2. Rental rates shall be approved annually by the Authority.

#### **Vehicle Parking and Commercial Vehicle Agreements:**

1. DAA staff may execute the standard form parking agreements for the use of parking stalls in the parking lots.
2. DAA staff may execute the standard form commercial vehicle agreements for the use of the commercial vehicle lane.
3. Rates shall be approved annually by the Authority.

#### **Short-Term Advertising Contracts:**

1. The Executive Director is authorized to approve short-term advertising agreements for companies to advertise within the airports and/or for the airports to advertise externally for a term of twelve (12) months or less and with a value of under \$25,000. Any contracts over twelve (12) months or \$25,000 require DAA board approval.

#### **Processing Of Contracts:**

1. Contracts and other instruments involved in the sale or transfer of title of Airport real estate need to be sent to the Duluth City Auditor because of statutory requirements for City Council approval for these functions. Any transfer of title of real estate must also be approved by the FAA as required.

2. Leases, licenses, land use agreements, and contracts not pertaining to sale or transfer of title of Airport land are not required to be approved, catalogued, or stored by the City Auditor.
3. The Executive Director is authorized to enter into short-term license and lease agreements not to exceed twelve (12) months in duration related to DAA-owned and DAA-leased property. This includes leases that have a month-to-month term that is cancellable by the DAA.



## VII - L

RESOLUTION TO INCLUDE THE PREVIOUSLY APPROVED PUBLIC ART POLICY IN THE OPERATING POLICY MANUAL AS OPERATING POLICY #29 AND APPROVE THE UPDATED EXHIBIT A.

### ***Terms:***

- Effective as of the date of board approval.

### ***Overview:***

- This policy was initially adopted by the board but was not formally included in the DAA Operating Policies Manual.
- DAA staff are requesting that the policy be moved to the operating policy manual for better transparency and organization.
- Exhibit A is being updated to include highlighted areas of the terminal where all public art is displayed.

# Duluth International Airport Art Policy

## 1. Introduction

- 1.1. The Duluth International Airport strives to create an atmosphere exemplifying the natural beauty and economic and cultural diversity of Northeast Minnesota. By providing a venue for artists, the Duluth International Airport can enhance the traveler experience and provide a venue for creative works. Artwork may include rotating exhibits, permanent art, and temporary installations.
- 1.2. This document establishes policies and procedures for art at Duluth International Airport.

**2. Mission Statement** To use the arts to improve and enhance the traveler experience at Duluth International Airport. To create and maintain an art program that is a point of pride for the Duluth Airport Authority, employees and Northeast Minnesota residents.

## 3. Art Program Oversight

- 3.1. The Duluth Airport Authority Executive Director or designee will have final authority over any Airport art decision.
- 3.2. The Duluth Airport Authority Board of Directors will provide guidance, leadership and support for the Airport art program.
- 3.3. The Duluth Airport Authority Board as needed to support the Airport art program.  
Responsibilities may include:
  - 3.3.1. Review or Consider Temporary art submissions.
  - 3.3.2. Recommendations to resolve aesthetic issues and real or perceived conflicts of interest as related to airport art.
  - 3.3.3. Review and confirm the acceptance or refusal of unsolicited gifts of art.
  - 3.3.4. Review and confirm the acquisition or de-accession of commercial art

## 4. Inventory Guidelines

- 4.1. Art may only be displayed in the predetermined spaces, as further described and depicted in the attached Appendix A. The predetermined spaces will be reviewed periodically by the Duluth Airport Authority Executive Director together with the Duluth Airport Authority Board; changes the predetermined spaces may be revised with approval of the Executive Director.
- 4.2. Artwork displays may be rotated annually, seasonally, quarterly, or as appropriate to promote a positive traveler experience.
- 4.3. Generally, art or promotional displays will focus on the following subject matter, but individual pieces may be abstract art, patterns or materials which blend with the following themes:
  - 4.3.1. James "Jim" Oberstar
  - 4.3.2. Outdoor Recreation/Tourism
  - 4.3.3. Northeast Minnesota Economy
  - 4.3.4. Aviation History/Future

- 4.3.5. Regional Heritage
- 4.3.6. Natural Setting/ Scenery/ Wildlife
- 4.4. The Duluth International Airport may partner with existing public agencies or non-profit organizations such as museums, educational institutes, tourism and economic development organizations to obtain art at little or no cost to the Duluth International Airport.
- 4.5. A strong emphasis will be on artwork that enhances the passenger/traveler experience and that showcases Northeast Minnesota.
- 4.6. Art should be used to achieve a unifying and integrated traveler experience. Unified treatments are defined herein as "continuous applications of decor or consistently designed elements intended to knit together the overall fabric of the space." These elements, either through repetition or continuous application, contribute to a coherent design character within individual spaces and the airport as a whole. Using integrated and functional art to create a unifying treatment helps both enrich the airport environment and assist the traveling public in way-finding.
  - 4.6.1. Examples of ways art could be used to improve the traveler experience and serve as focal points, defined herein as "unique features that create interior or exterior landmarks" include :
    - 4.6.1.1. Frame a view.
    - 4.6.1.2. Draw special attention to a particular location.
    - 4.6.1.3. Provide orientation and identifiable meeting or gathering places.
    - 4.6.1.4. Emphasize accessibility to handicapped or aged persons.
- 4.7. It is imperative that artwork contribute to the function and aesthetics of the airport, and at all times support the mission of the airport and this policy document.

## **5. Restrictions and Disclaimers**

- 5.1. Safety and security are primary concerns at the Airport. Airport staff may immediately remove or discontinue any art project or installation for safety or security reasons. Duluth International Airport staff will attempt to notify the artist of any discontinuation or removal within a reasonable amount of time. The airport will not provide any financial compensation for removal or discontinuation.
- 5.2. All material must be family-friendly and appropriate for public display. Artwork considered obscene or indecent will not be approved for display.

## **6. Artist and Artwork Selection**

- 6.1. Artist and artwork selection processes and procedures will take into consideration local community standards and will consider the Criteria Development Worksheet as a guiding document. See Worksheet in Appendix B.

- 7. **Temporary and Seasonal Art Display:** Duluth International Airport will work with artists and arts organizations to enhance the traveler experience while keeping art infrastructure costs low.

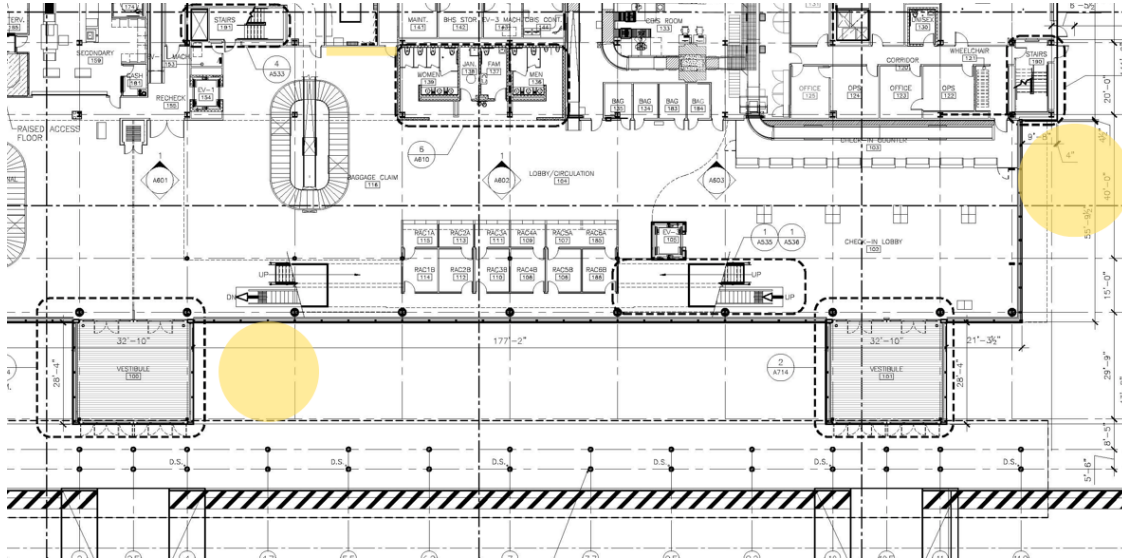
- 7.1. **Review:** All temporary and seasonal art submissions will be reviewed and considered on a periodic basis, or as directed by the Duluth Airport Authority Executive Director. Artists must submit a display request in writing to the Duluth Airport Authority Executive Director, including work samples or a link to the artist website with work samples.
  - 7.2. Art display periods may be shortened or extended beyond the originally-designated timeframe at the discretion of the Duluth Airport Authority Executive Director, or designee.
  - 7.3. The artist or owner will be responsible for all costs related to displaying artwork. The Airport will provide an environment in which to display art.
  - 7.4. The Duluth International Airport may work with local businesses to sponsor special art displays. Sponsor recognition will be displayed along with a description of the art. Sponsor recognition must be done in a tasteful and unobtrusive manner. The sponsor will pay the airport a sponsorship fee in recognition of marketing exposure received through sponsorship.
  - 7.5. Unless otherwise agreed in writing, the artist, sponsor, or donor is responsible for all costs associated with transporting and regular maintenance of art. Costs may include, but are not limited to, those associated with packing and shipping, insurance, other handling expenses, set up, take down, and risk of loss or damage to the art piece incurred in the delivery of art from the donor to the port, or damage to Duluth International Airport property.
  - 7.6. The responsible party will obtain commercial general liability insurance, and name the Duluth Airport Authority as additional insured on the policy, in an amount not less than \$300,000 per occurrence. Some exhibits may require a one million dollar insurance policy or more; the Executive Director will have sole authority to determine when a higher liability amount is needed.
    - 7.6.1. This insurance will be in place at all times while the piece is on airport property. A copy of this insurance policy and endorsement naming the Duluth Airport Authority as additional insured must be provided to the airport before any art is displayed on airport property.
  - 7.7. The artist or sponsoring organization is responsible for all aspects of setup and removal of the art, including coordination with airport staff for security screening and escorting into restricted areas.
- 8. Permanent Art Displays:** Duluth International Airport will consider permanent displays under the following conditions:
- 8.1.1. The artwork is relevant to this policy document and the stated mission of the Duluth International Airport.
  - 8.1.2. The legal title of the art is firmly established.
  - 8.1.3. The art is of high quality.

- 8.1.4. The art is appropriate in size, scale, material, form and style to the environment where it is to be placed.
- 8.1.5. The art is durable and maintainable at a reasonable cost.
- 8.2. The Duluth International Airport will not display any art if there is good reason to believe it is of questionable provenance or was stolen. If it appears that a work of art is of questionable provenance or stolen, or is in the United States illegally, the Duluth International Airport staff will promptly report the pertinent facts to law enforcement.
- 8.3. Prior to display acceptance by the Duluth International Airport, donors should provide an appraisal with an estimated value in US dollars, as well as written maintenance criteria for the art, if applicable.
- 9. Stewardship:** The Duluth International Airport will make reasonable accommodations to assure the safety and preservation of artwork in its custody. Maintenance criteria are to be provided by the artist in writing. Airport staff shall make regular condition surveys of the artwork, and notify the artist of any damage within a reasonable amount of time.
  - 9.1. Artists should include appraisals with any valuable works to maintain current insurance valuations for the individual artworks.
  - 9.2. Artists shall provide maintenance criteria at the time of project submittal.
  - 9.3. The Executive Director, or designee, may make exceptions to this policy when it is in the best interest of the traveler, on a case by case basis.
- 10. Removal:** Art shall be removed from Duluth International Airport property within ten (10) business days of written notice to the art display's designated agent from the Duluth Airport Authority Executive Director or designee.
  - 10.1. Art not removed within the ten (10) business day notice period, or an approved written extension from the Duluth Airport Authority Executive Director, will be donated to charity or otherwise permanently disposed of from Duluth International Airport property, at the sole expense of the art owner and/or designated agent.
- 11. Ownership:** The Duluth International Airport will not accept permanent donations of art without written approval from the Duluth Airport Authority Executive Director and consult of the Duluth Airport Authority Board of Directors.
  - 11.1. Unless otherwise specific in separate written contract, art remains the property of the artist and/or art display's designated agent at all times.
  - 11.2. Art may be removed prior to the specified term by the artist and/or art display's agent after written notice is provided by the art display's designated agent to the Duluth Airport Authority Executive Director, and a date and time for removal is agreed upon in writing between the art display's designated agent and the Duluth Airport Authority Executive Director.
  - 11.3. The Duluth International Airport will not store art.

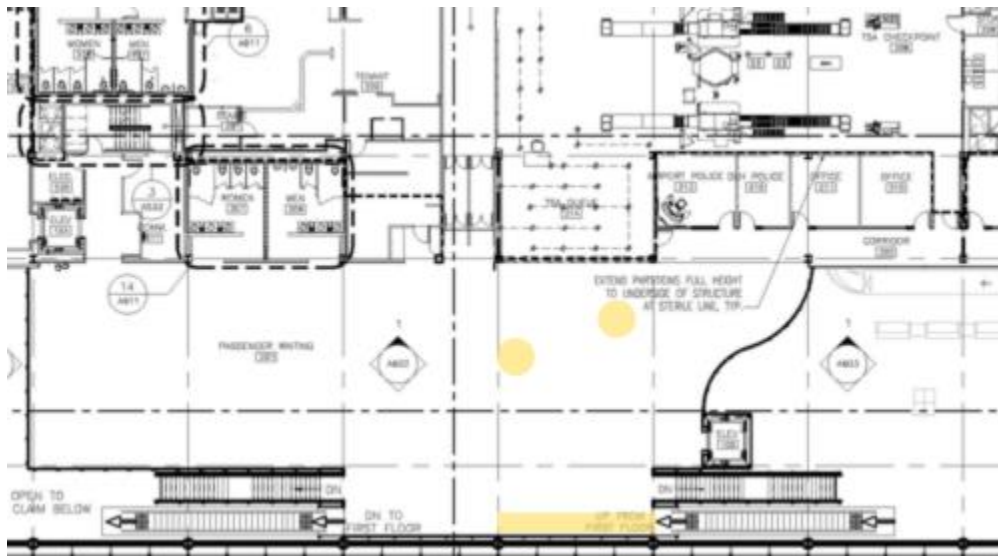
# APPENDIX A

## APPROVED PUBLIC ARTWORK LOCATIONS

### First Floor



### Second Floor



## **APPENDIX B**

### **CRITERIA DEVELOPMENT WORKSHEET**

*The following factors will be considered when evaluating art, considering a new art space, or issuing open submissions for Duluth International Airport art:*

#### **Expressive Vocabulary**

- What should the artwork communicate to the public?

#### **Relationship to the public**

- Who are the primary and secondary audiences for the artwork?
- What is the anticipated interaction of the artwork with the viewing public?

#### **Relationship to the site**

- How does the artwork support the mission statement of the Duluth International Airport Art Program?
- Is the artwork appropriate for public viewing?
- How will the artwork function within the public space?
- What are the budget ramifications of site preparation and ongoing maintenance? Are there other potential costs?
- What size artwork is appropriate in relation to the physical site?
- What types of media are appropriate for the site?
- What are the necessary safety, functional, or technical requirements?
- What is the maintenance capacity of the site?
- If applicable, describe the potential for vandalism and any precautionary recommendations.

## APPENDIX C

### DULUTH INTERNATIONAL AIRPORT ART LOAN & DISPLAY CONTRACT

This Art Agreement (“**Agreement**”) is between the undersigned lender (“**Lender**”) and the Duluth Airport Authority (“**Airport Authority**”). For the purposes of this agreement, the term “**Art**” will include any item or object identified in Exhibit A.

1. **Loan**. Lender loans the Airport Authority the objects identified in the Schedule of Art attached as Exhibit A (the “Art”) for the period stated on Exhibit A, for the Airport Authority’s public display at Duluth International Airport (“DLH”). The Airport Authority may determine specific display locations within DLH at the Airport Authority’s sole discretion, and under consultation with the Airport Authority’s Executive Director. Lender warrants that the Art are in suitable condition for public display.
2. **Loss or Damage**. At all times during the Airport Authority’s possession of the Art the Lender will be responsible for its loss or damage, including normal wear and tear. Airport Authority will notify Lender of any loss or damage to Art as soon as reasonably possible. Lender shall advise the Airport Authority in writing of any Art received in a damaged condition within three (3) days of its return. The values stated on Exhibit A are the agreed-upon value for purposes of this section.
3. **Insurance**. The Lender will obtain insurance for the art, and name the Duluth Airport Authority as additional insured on the policy. A copy of this insurance policy and endorsement naming the Duluth Airport Authority as additional insured must be provided to the Airport Authority before any art is displayed on airport property.
  - 3.1. The Lender will obtain commercial general liability insurance, and name the Duluth Airport Authority additional insured on the policy, in an amount not less than \$300,000 dollars per occurrence. Some exhibits may require a one million dollar insurance policy or more; the Airport Authority Executive Director will have sole authority to determine when a higher liability amount is needed.
  - 3.2. This insurance will be in place at all times while the piece is on airport property.
4. **Indemnification**. The Lender agrees that it will protect, save, defend, hold harmless and indemnify the Airport Authority, its officers, employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences, occasioned by either the negligent or willful conduct of the Lender, its agents, or any person or entity holder under this Contract or any person or entity on the Airport Authority’s property as a result of the Lender’s activity or Art, regardless of who the injured party may be.
5. **Maintenance Fee**. When applicable, the Airport Authority will charge a minimum \$200 maintenance fee to return the terminal to its original condition once artwork has been



removed. Examples include repairing nail or screw holes that have been drilled into the walls, setup or removal of wires hung from ceilings, etc. The fee will be specified in this Contract, and must be paid in advance. Maintenance fees may be waived by the Airport Authority Executive Director.

- 6. **Care.** If the Lender authorizes periodic cleaning and maintenance of the Art while in the Airport Authority's possession, the Lender will provide instructions as to how the piece should be maintained and cleaned. The Airport Authority will not otherwise clean, repair, or alter the Art without Lender's written permission.
- 12. **Removal.** Lender shall remove Art at his/her sole expense within ten (10) business days of written notice from the Airport Authority Executive Director or designee.
  - 12.1. Art not removed by Lender within the ten (10) business day notice period, or an approved written extension from the Airport Authority Executive Director, will be donated to charity or otherwise permanently disposed of from Duluth International Airport property, at the sole expense of Lender.
- 13. **Image Consent.** Lender authorizes the Airport Authority or any other party authorized by the Airport Authority to use photographic or other images taken of the Art for any purpose, including commercial purposes.
- 14. **General.** Lender has received a copy of the Duluth International Airport Art Policy and agrees to abide by the rules of the policy document. This Agreement is governed by the laws of the State of Minnesota. Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

**EXECUTED**, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

DULUTH AIRPORT AUTHORITY

LENDER

By \_\_\_\_\_

By \_\_\_\_\_

Its President

Its \_\_\_\_\_

Certificate of Secretary

The foregoing instrument was approved at a duly held meeting of Duluth Airport Authority by a majority vote of directors, a quorum being present and proper notice of meeting having been previously given and the signatures of the proper officials are genuine and were executed before me.

By \_\_\_\_\_

DAA Secretary



**LOAN & DISPLAY CONTRACT EXHIBIT A**

Contact Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Maintenance Fee \_\_\_\_\_

Schedule of Artifacts

Artwork Title	Description/Condition	Value	Loan Period	DLH Location

Artist/Lender to attach any maintenance, cleaning, or other special instructions for the art.

## VII - M

### RESOLUTION TO INCLUDE THE PREVIOUSLY APPROVED COMMUNITY AIR SERVICE DEVELOPMENT INCENTIVE POLICY IN THE OPERATING POLICY MANUAL AS OPERATING POLICY #30

***Terms:***

- Effective as of the date of board approval.

***Overview:***

- This policy was initially adopted by the board in June of 2018, but was not formally included in the DAA Operating Policies Manual.
- DAA staff is requesting that the policy be moved to the operating policy manual for better transparency and organization.

## **OPERATING POLICY # 30**

### **COMMUNITY AIR SERVICE DEVELOPMENT INCENTIVE POLICY**

**Initial Implementation Date:** June 2018

#### **PURPOSE:**

The purpose of the Community Air Service Development Incentive Policy (CASDIP) is to maximize available commercial air service to promote the economic growth, stability, and quality of life in the region. The promotional incentives to airlines for new service are available to (a) increase travel using the Duluth International Airport (DLH) and/or (b) promote competition at DLH. New service is defined as: (a) service to an airport destination not currently served, (b) non-stop service where non-stop service is not currently offered, (c) new entrant carrier serving the Duluth market. The targeted destinations may be amended from time to time at the sole discretion of the Authority.

#### **ELIGIBILITY:**

The CASDIP is available to any airline meeting the defined criteria commencing after July 1, 2018. The Authority is not obligated to provide an incentive for those destinations not targeted by the Authority. There are no limits to the number of new destinations that the program applies to for any individual carrier.

#### **LENGTH OF PROGRAM:**

The term of the CASDIP is negotiable up to a maximum of two (2) years or for such period as is determined allowable by the Federal Aviation Administration (FAA). The length of program to be offered will be determined on an individual case by case basis as the discretion of the Executive Director. In the event the length of program offered causes any violation of grant assurances or other similar covenants, rules, or regulations, the program will be amended to provide for compliance to any such requirement.

#### **INCENTIVES:**

An incentive is any fee reduction, fee waiver, or use of airport revenue for acceptable promotional costs. Incentives may include, but are not limited to, waiving or reducing landing fees, rental fees, per turn fees, or fuel flowage fees. Additional incentives may include marketing or advertising financial assistance.

#### **MARKETING:**

All media plans and other marketing efforts must be approved in writing by the Executive Director in order to qualify as an allowable incentive.

#### **PAYMENTS AND FUNDING:**

All activity associated with the new service will be included in the calculation of rates and charges following the incentive period. The Executive Director is authorized to administer the CASDIP within the funding limitations established by

Sky Harbor Airport  
Hangar 1 Seasonal Space Lease Agreement  
Tom Sullivan

***Terms:***

- June 1, 2023-October 31, 2023

***Agreement Overview:***

- Storage of aircraft
- Community hangar space
- Rate is based on annually adopted rates and charges for Sky Harbor

***Why were the changes in key terms needed/wanted?***

- Tenant has held short term agreements in the past however this term is longer than Executive Director is able to sign.

**SKY HARBOR AIRPORT  
HANGAR 1 SPACE LEASE AGREEMENT  
Tom Sullivan**

PARTIES TO THIS AGREEMENT ARE the DULUTH AIRPORT AUTHORITY, an airport authority organized and existing under the Laws of Minnesota, 1969, Chapter 577, hereinafter referred to as "Authority", and Tom Sullivan, hereinafter referred to as "Lessee".

THE PARTIES ACKNOWLEDGE THE FOLLOWING:

1. The Authority is the operator of the Duluth International Airport and the Sky Harbor Airport, located in the City of Duluth, State of Minnesota and is in the business of promoting and managing aviation activity at these airports; and
2. Lessee desires to lease space in Authority owned Hangar 1 at the Sky Harbor Airport.
3. The Authority desires to lease space in Authority owned Hangar 1 at Sky Harbor Airport.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

**SECTION 1  
DEFINITIONS**

The following terms, as used in this Agreement, shall have the meanings as ascribed to them hereunder.

- A. Airport: shall mean Sky Harbor Airport located in the City of Duluth, County of St. Louis, State of Minnesota.
- B. Consent or Approval of Authority and/or of Executive Director: where this Agreement calls for the consent or approval of the Authority, the same shall be in the form of a resolution approved by the Authority as provided by law; where the consent or approval of the Executive Director is required, the same shall be evidenced by a written document signed by him/her.
- C. Executive Director: shall refer to the Executive Director of the Authority or his/her designee.
- D. Leased Premises: shall refer to that portion of the Airport leased to Lessee for its exclusive use as further described in SECTION 2, Subparagraph A of this Agreement and Exhibit A attached hereto and incorporated herein.
- E. Leasehold Improvements: shall refer collectively to all items located on, within, and attached to the Leased Premises provided or purchased by Lessee or a previous lessee, including such items as buildings, structures, insulation, utilities, systems, ramps and taxiways.

**SECTION 2  
LEASED PREMISES & USE OF FACILITIES**

- A. Leased Premises: Subject to the terms and conditions set forth herein, the Authority grants to Lessee use of indoor hangar rental space for a single engine Piper J-3 Cub aircraft tail number N98781 (the "Aircraft") in Hangar 1 at the Sky Harbor Airport (the "Airport") as shown on the attached Exhibit A for the use and term set forth below, the precise location of which (the "Leased Premises") shall be designated in writing from time to time by the Authority's Executive Director or designee (the Executive Director). The area of the Leased Premises shall be approximately the outline of the Aircraft.

- B. Use of the Leased Premises: The Authority agrees to allow Lessee the use of the Leased Premises for the sole purpose of storage of a single engine aircraft. No other use of the Leased Premises shall be made other than as set forth above.
- C. No Warranty: The Authority makes no representation that the Leased Premises is suitable for specific uses, and Lessee accepts the Leased Premises in an "as is" condition without representations or warranties of any kind. The Authority shall not be obligated to make any alterations or improvements on or to the Leased Premises. Lessee understands and agrees that this is a minimally heated storage space.
- D. Facility Supervision: Authority agrees that during the term of this Agreement, the Leased Premises will be properly supervised and overseen by an employee or agent of the Authority with sufficient empowerment and decision-making authority to act on behalf of Authority. The name and cell phone number of such employee or agent shall be provided to Lessee. Lessee shall provide Authority with a contact telephone number and/or e-mail address that will be answered at all times during the term of this Agreement.
- E. Smoking and Alcohol: Lessee shall not permit smoking or alcohol on the Leased Premises.
- F. Improvements: Lessee shall not make any alterations or improvements to the Leased Premises without the prior written consent of Executive Director.
- G. Maintenance: The Authority shall be responsible for performing or paying for maintenance to the structure of Hangar 1 during the term of this Agreement. Lessee agrees to exercise reasonable care in the use of the Leased Premises during the term of this Agreement. Lessee agrees to remove all equipment, and supplies used by Lessee at the Leased Premises upon the termination of this Agreement. Lessee agrees to pay upon demand any damage done to the Leased Premises during its use thereof.
- H. Authority Access: The Authority expressly reserves the right to the unlimited access to the Leased Premises for authorized personnel during the time that this Agreement is in force for the purpose of inspection, display or showing, and ensuring that the provisions of this Agreement are complied with by Lessee.

### **SECTION 3 TERM**

Notwithstanding the date of execution of this Agreement by the parties, the term of this Agreement shall be deemed to have commenced on June 1, 2023, and shall continue until October 31, 2023.

During the Term, either party may terminate this Agreement without cause upon forty-five (45) days' written notice to the other party. In the event that the Term expires, and a new agreement has not been executed, at the sole discretion and upon the prior written consent of the Executive Director, this Agreement shall continue in effect on a month-to-month basis under the terms and conditions set forth in this Agreement subject to the adjustment of fees. The written consent of the Executive Director may be withdrawn upon thirty (30) days' written notice to Lessee.

### **SECTION 4 RENT, TAXES, ASSESSMENTS, LICENSE FEES, AND UTILITIES**

- A. Rent: As consideration to the Authority under this Agreement, beginning on the commencement date and in advance on the first day of each month thereafter during the term of this Agreement, Lessee agrees to pay to the Authority rent in the amount of two hundred seventy-five dollars (\$275.00) per month. In addition, October 1st through April 30<sup>th</sup> of each



year, there will be a utility surcharge of twenty-five dollars (\$25.00) per month. The utility surcharge will be added to the monthly amount due during this period.

Beginning January 1, 2024, the rental rate will be established annually in accordance with the rates and charges schedule adopted annually by the Authority. Lessee will be advised of the proposed rate at least thirty (30) days prior to adoption by the Authority.

- B. Taxes, Assessments and License Fees: Lessee shall be liable for the payment of all real property and personal taxes, assessments, license fees or other charges that may be levied or assessed during the term of this Agreement arising in any manner out of this Agreement, charged by any governmental agency and shall provide evidence of payment of any such taxes to Authority as such taxes shall become due. If Lessee shall fail or neglect to pay any of said taxes, assessments, license fees or other charges when the same become due, the Authority may pay the same, together with any cost or penalty which may be accrued thereon, and collect the entire amount so paid from Lessee, and Lessee hereby agrees to pay such entire amount due to the Authority upon demand therefor.

## **SECTION 5 INDEPENDENT CONTRACTOR**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Lessee or any of its officers, agents, servants, volunteers, contractors and employees as an officer, agent, servant, volunteer, contractor, representative or employee of the Authority for any purpose or in any manner whatsoever. Lessee's officers, agents, servants, volunteers, contractors and employees shall not be considered employees of the Authority, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said officers, agents, servants, volunteers, contractors and employees while engaged in performing any work under this Agreement, and any and all claims whatsoever on behalf of said officers, agents, servants, volunteers, contractors and employees arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the Authority. Lessee's officers, agents, servants, volunteers, contractors and employees shall not be entitled to any compensation or right or benefits of any kind whatsoever for leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay.

## **SECTION 6 INDEMNITY, INSURANCE AND WAIVER OF CLAIMS**

- A. Defense and Indemnity: Lessee shall indemnify, save, hold harmless, and defend Authority and the City of Duluth (the "City"), their officials, agents and employees, successors and assigns, individually or collectively, (1) from and against any and all claims including a claim for contribution or indemnity, demands, causes of action, loss, injury, liability, costs and expenses of whatsoever kind or nature (including but not limited to reasonable attorneys' fees, disbursements, court costs, and expert fees) and damages for or related to injury to or death of persons or damage to property, and (2) from and against any fines in any way arising from or based upon the violation by Lessee, its agents, employees, successors and assigns of any federal, state, or municipal laws, statutes, resolutions, or regulations, including rules or regulations of the Authority now in effect or hereafter promulgated; all arising out of, resulting from, in conjunction with or incident to any act or omission of Lessee, its officials, agents or employees, successors or assigns, Operator's/Lessee's performance of obligations under this Agreement, or the use and/or occupancy of the Leased Premises or of the Airport by Lessee, its officials, agents or employees, or successors or assigns, and on ten (10) days'

written notice from the Authority, the Lessee shall appear and defend all claims and lawsuits against the Authority and/or the City growing out of any such injury or damage.

- B. Environmental Liability: In addition to the general indemnity stated above, and as part of it, it is specifically agreed between the parties that Lessee shall be responsible in all respects for the use of or generation of or release or threatened release of any petroleum based substance or product, or any volatile organic compound, or any substance classified as a pollutant, contaminant, toxic substance, solid waste or a "hazardous waste" by either the Environmental Protection Agency of the Government of the United States or the Minnesota Pollution Control Agency by Lessee, its officials, agents or employees, successors or assigns. Lessee shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and costs, monitoring, or cleanup of any environmental condition deemed by those agencies or either of them to require environmental response, monitoring or cleanup activities of any kind which arises directly or indirectly out of the use of or generation of such substances by Lessee, its officials, agents or employee, successors or assigns in its operations at the Airport; and Lessee specifically agrees that the obligations of Paragraph 12 above shall apply specifically to any costs or obligations of Authority arising out of any such disposition, cleanup, or environmental response.
- C. Survival: The provisions of this section shall survive the expiration, termination and early cancellation of this agreement.
- D. Insurance: Lessee shall carry and maintain in full force and effect during the term of this Agreement the minimum amounts of insurance set forth below. The Lessee shall carry workers' compensation insurance on all of its employees employed on the Airport. Lessee may request the Authority to approve alternative types of insurance providing at least equal protection. All such insurance shall be in at least the following amounts and shall be in a form acceptable to the Authority and approved by the City Attorney, shall name the Authority and the City of Duluth as additional insureds on each liability policy and shall provide for thirty (30) days' written notice to the Authority of any cancellation or modification thereof. Certificates of insurance evidencing the coverages below shall be delivered to the Authority prior to the execution of this Agreement. The Authority reserves the right and Lessee agrees to revisions upward or downward in the minimum insurance requirements hereinafter set forth. All insurance required under this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. All insurance policies required below shall be primary and shall not require contribution from any coverage maintained by the Authority and/or the City.
1. Commercial general liability insurance, including contractual, completed operations, premises and operations and products liability coverage in an amount of not less than \$1,500,000 combined single limit or \$1,500,000 bodily injury per occurrence; \$1,500,000 property damage per occurrence and \$1,500,000 in aggregate.
  2. Owned, non-owned and hired vehicles in an amount not less than \$1,500,000 combined single limit or \$1,500,000 bodily injury per occurrence; \$1,500,000 per occurrence.
  3. Aircraft Liability insurance from an admitted aviation insurance carrier in limits per each occurrence of not less than \$1,000,000 and Aircraft Passenger Liability insurance in limits of not less than \$100,000 for each passenger seat.
  4. Worker's Compensation insurance in accordance with the laws of the State of Minnesota.
- E. Insurance Primary: All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by Authority and/or City.

- F. Insurance Not Limitation: It is understood that the specified amounts of insurance stated in this paragraph shall in no way limit the liability of Lessee under this Section.
- G. Disclaimer: Authority does not represent or guarantee that these types or limits of coverage are adequate to protect the Lessee's interests and liabilities. It shall be the obligation and responsibility of Lessee to insure, as it deems prudent, its own personal property, against damage. Authority does not have insurance coverage for Lessee's property and Authority expressly disclaims any and all liability for any and all losses, damage and/or claims to vehicles, aircraft and/or personal possessions of Lessee.
- H. Authority's Fire Insurance: Lessee covenants that it will not do or permit to be done any act which:
- a. will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereof; or
  - b. will increase the rate of fire insurance on the Airport or any part thereof or upon the contents of any building thereof; or
  - c. in the opinion of the Authority, will constitute a hazardous condition so as to increase the risks normally attendant upon the operations contemplated by this Agreement.
- If, by reason of Lessee's failure to comply with the provisions of this section, any fire insurance rate on the Airport or any part thereof or upon the contents of any building thereof, at any time, be higher than it otherwise would be, then the Lessee shall, upon demand, reimburse the Authority for that part of all fire insurance premiums paid or payable by the Authority which shall have been charged because of Lessee's failure to comply with this section.
- I. Waiver of Claims: Lessee waives all claims or causes of action against the Authority, its officers, agents or employees for any failure of the Authority to properly maintain, operate and manage the Airport at all times in a safe manner resulting from any reason or cause beyond the control of the Authority, including, but without the generality of the foregoing, war, strikes, riots, civil commotion and similar causes.

## **SECTION 7 AUTHORITY'S RIGHTS UPON DEFAULT**

- A. Rights Upon Default: If at any time Lessee shall be in default, as defined in this Section, with regard to the requirements of this Agreement, it shall be lawful for the Authority, and the Authority may:
1. Immediately, or at any time thereafter without further notice to Lessee, re-enter into or upon the Leased Premises under this Agreement or any part thereof and take possession of the same fully and absolutely without such re-entry representing a forfeiture of the rentals, fees, and charges to be paid and of the covenants, terms and conditions to be performed by Lessee for the full term of this Agreement, and in the event of such re-entry, the Authority may proceed with the collection of rentals, fees, and charges to be paid under this Agreement or to recover properly measured damages.
  2. Authority may at its election terminate this Agreement upon written notice in the manner hereinafter provided and re-enter upon said Leased Premises as of its former estate therein, and the Lessee covenants in case of such termination to indemnify the Authority against all loss of rentals, fees, and charges which the Authority has suffered or paid by reason of such termination, during the remainder of the term of this Agreement.

3. The Authority shall further have all other rights and remedies at law or in equity including injunctive relief, or summary proceedings for unlawful detainer, and any or all legal remedies, actions and proceedings shall be deemed cumulative.
- B. Default Defined: "Default" shall be defined when any of the following circumstances exist:
1. If the Lessee has failed to pay rentals, fees, charges, or taxes when due hereunder and such failure to pay shall continue for fifteen (15) days.
  2. Failure to provide and/or maintain the insurance coverages required herein.
  3. Lessee shall permit any liens on the Leased Premises with the exception of assignments approved pursuant to the terms of this Agreement or liens contested in accordance with this Agreement.
  4. If the Lessee fails in the observance or performance of any of the other terms, covenants and conditions of this Agreement and such failure shall continue for fifteen (15) days after Authority has given Lessee written notice, or the Lessee shall have failed to commence the corrective action of such failure within fifteen (15) days after such notice and to diligently prosecute the same where the same cannot be completed within fifteen (15) days.
  5. If a petition to reorganize the Lessee or for its arrangement of its unsecured debts shall be filed.
  6. If the Lessee shall be adjudicated bankrupt.
  7. If a receiver or trustee of the Lessee's/Operator's property shall be appointed by any court.
  8. If the Lessee shall make a general assignment for the benefit of creditors.
  9. If all of the interest of the Lessee in its property shall be taken by garnishment, attachment, execution or other process of law.
  10. If the Leased Premises shall be deserted or vacated.

## **SECTION 8 LESSEE'S TERMINATION RIGHTS**

Lessee shall have the right upon written notice to the Authority to terminate this Agreement upon the happening of one or more of the following events, if said event or events are then continuing:

- A. The issuance by any court of competent jurisdiction of an injunction, order or decree: (1) preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises used and occupied by Lessee hereunder, or (2) preventing or restraining the use of all or a part of the Airport for normal airport purposes which may be used by Lessee and which is necessary for its operations on the Airport.
- B. If Authority defaults in any of the terms, covenants or conditions under this Agreement and fails to cure the default or make substantial progress with regard thereto within ninety (90) days following receipt of written demand from Lessee to do so.
- C. If all or a material part of the Leased Premises used and occupied by Lessee hereunder is damaged or destroyed or all or a part of the Airport or Airport facilities which are necessary to the operation of Lessee's business are damaged or destroyed or the use thereof disrupted for causes beyond Lessee's control.
- D. If, by reason of any action of any governmental authority, Lessee is unable to conduct its business for a period of in excess of ninety (90) consecutive days in substantially the same manner or substantially to the same extent as prior to such action.
- E. Permanent abandonment of Airport for scheduled airline service.

**SECTION 9  
SURRENDER OF POSSESSION**

Upon the termination of this Agreement, Lessee's authority to use the Leased Premises, rights, facilities and equipment herein granted shall cease and Lessee shall, upon expiration or termination, promptly and in good condition, normal wear and tear excepted, surrender the same to the Authority. In the event that Lessee has in any way changed, altered or modified the Leased Premises demised herein, Lessee covenants to return the same to the condition they were in at the time of the occupancy under this Agreement, normal wear and tear excepted, or, in the alternative, to pay the Authority for the cost of returning them to said condition. Upon termination, any improvements which have become part of the realty shall become the property of the Authority, and the same shall be immediately returned to the ownership and control of the Authority. Any improvements not part of the realty shall be removed therefrom within ten (10) days after the termination of this Agreement or the same shall be deemed to have been abandoned to the Authority and the right of the Lessee to possession thereof shall cease.

**SECTION 10  
LAWS, ORDINANCES, RULES, AND NON-DISCRIMINATION**

- A. Laws, Ordinances and Rules: The Lessee agrees to observe and comply with all the laws, ordinances, rules and regulations of the United States of America, State of Minnesota, the City of Duluth, and their respective agencies now in effect or hereinafter promulgated which are applicable to its business at the Airport including all laws relating to unlawful discrimination, and further agrees to observe and comply with all Airport rules and regulations in existence at the execution of this Agreement and which may, from time to time, be promulgated by the Authority governing conduct on and operations at the Airport and the use of its facilities, as administered by the Executive Director. Further, Lessee agrees to fulfill its responsibilities pursuant to the Airport Security Plan approved by the Federal Aviation Administration and any amendments thereto.
- B. Non-discrimination: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant with the land that:
- a. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities; and
  - b. In the construction of any improvement on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
  - c. That the Lessee shall use the premises in compliance with all of the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

**SECTION 11  
ASSIGNMENT AND SUBLEASE**

Lessee shall not assign or sublease its interest under this Agreement or any part hereof without the prior written consent of the Executive Director.

**SECTION 12  
NOTICES**

Any notice to be given by either party shall be deemed to be properly served if deposited with the United States Postal Service, or other acceptable mailing service, postage prepaid, addressed to the other party as follows:

To Authority:           Duluth Airport Authority  
                              Duluth International Airport  
                              4701 Grinden Drive  
                              Duluth, MN 55811  
                              Attn: Executive Director

To Lessee:               Tom Sullivan  
                              724 Mellwood Ave.  
                              Duluth, MN 55804

**SECTION 13  
WAIVER OF BREACH**

The waiver by the Authority or the Lessee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

**SECTION 14  
PROVISION AGAINST LIENS**

Lessee shall not create or permit any mortgage, encumbrance or lien or allow any mechanics' or materials liens to be filed or established or to remain against the Leased Premises, or any part thereof, provided that if Lessee shall first notify the Authority of its intention to do so and post such security as the Authority reasonably deems necessary, Lessee may, in good faith, contest any such mechanics' or other liens filed or established as long as the Authority does not deem its interest or rights in this License Agreement to be subject to foreclosure by reason of such contest.

**SECTION 15  
LIMIT OF LIABILITY**

The liability of the Authority and the City shall be governed by the provisions of the Minnesota Municipal Limitation of Liability Statute, Minnesota Statutes, Section 466 et. seq.

**SECTION 16  
SUBORDINATION**

This License Agreement shall be subordinate to the provisions of any existing or future Agreement between the Authority and the United States, the State of Minnesota or the City of Duluth relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or local funds for the development of the Airport, or to any security requirements of State or Federal Government, including temporary security procedures or instructions.

**SECTION 17  
MODIFICATION**

Any of the terms of this Agreement may be changed upon the mutual consent of the Authority

and the Lessee, but to be valid any such changes must be in writing, dated, and must be executed with the same formalities as this Agreement. In the event that any provision of this Agreement is determined to violate any local, state, or federal rule or regulation or is deemed to cause a violation of any rate covenants, the Agreement shall be modified upon consultation with Lessee to cause such violation to be compliant with such provision and an amendment will be executed on a timely basis to incorporate the required changes.

**SECTION 18  
ENTIRE AGREEMENT**

This Agreement, including exhibits constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereto. There are no representations, warranties, or stipulations either oral or written not herein contained.

**SECTION 19  
COUNTERPARTS**

This Lease Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (.pdf), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have set their hands the day and date first above shown.

DATE: \_\_\_\_\_

DULUTH AIRPORT AUTHORITY

TOM SULLIVAN

By \_\_\_\_\_  
Its President

By \_\_\_\_\_

By \_\_\_\_\_  
Its Secretary

Its \_\_\_\_\_

Sky Harbor Airport  
Jon Messerer Land Lease – Float Storage

***Terms:***

- July 1, 2023 to June 30, 2024

***Background:***

- Lessee uses grass area to store airplane floats for his customers

***Agreement Overview:***

- Renewal of previous lease
- Rate increase from \$.23 per square foot to \$.2392 per square foot

***Why were the changes in key terms needed/wanted?***

- Renewal of annual agreement- lessee did not want more than 1 year term



**SKY HARBOR AIRPORT  
FLOAT STORAGE LAND LEASE AGREEMENT  
JONATHON AERO**

THIS FLOAT STORAGE LAND LEASE AGREEMENT ("Agreement") entered into this first day of July 2023, by and between the DULUTH AIRPORT AUTHORITY ("Authority"), and Jonathon Aero ("Renter").

WHEREAS, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Leased Premises

Subject to the terms and conditions set forth herein, the Authority grants to Renter use of five thousand five hundred (5,500) square feet of unimproved land for the storage of floats and related equipment at the Sky Harbor Airport (the "Airport") as shown on the attached Exhibit A, (the "Leased Premises") for the use and term set forth below.

2. Use of the Leased Premises

The Authority agrees to allow Renter the use of the Leased Premises for the sole purpose of storage of floats and related equipment. No other use of the Leased Premises shall be made other than as set forth above.

3. Term

The term of this Agreement shall commence on July 1, 2023 and shall continue until June 30, 2024. In the event that Renter shall fail to surrender the Leased Premises at the termination of this Agreement, Renter hereby agrees to pay Authority one hundred fifty percent (150%) of the rate stated in this Agreement until Renter surrenders the Leased Premises.

4. Rent

As consideration to the Authority under this Agreement, beginning on the commencement date and in advance on the first day of each month thereafter during the term of this Agreement, Renter agrees to pay to the Authority rent in the amount of twenty two cents (\$0.2392) per square foot which equals one thousand two hundred ten dollars (\$1,315.60) per year due and payable annually on or before July 1<sup>st</sup>, 2023.

5. No Warranty

The Authority makes no representation that the Leased Premises is suitable for specific uses, and Renter accepts the Leased Premises in an "as is" condition without representations or warranties of any kind.

6. Facility Supervision

Authority agrees that at all times during the term of this Agreement; the Leased Premises will be properly supervised and overseen by an employee or agent of the Authority with sufficient empowerment and decision making authority to act on behalf of Authority. The name and cell phone number of such employee or agent shall be provided to Renter. Renter shall provide Authority with a contact telephone number and/or e-mail address that will be answered at all times during the term of this Agreement.

7. Smoking and Alcohol

Renter shall not permit smoking or alcohol on the Leased Premises.

8. Improvements

Renter shall not make any alterations or improvements to the Leased Premises without the prior written consent of Authority's Executive Director (the "Executive Director").

9. Maintenance

The Authority shall be responsible for performing general maintenance around the Leased Premises.

10. Authority Access

The Authority expressly reserves the right to the unlimited access to the Leased Premises for authorized personnel during the time that this Agreement is in force for the purpose of inspection, display or showing, and ensuring that the provisions of this Agreement are complied with by Renter.

11. Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Renter or any of its officers, agents, servants, volunteers, contractors and employees as an officer, agent, servant, volunteer, contractor, representative or employee of the Authority for any purpose or in any manner whatsoever. Renter's officers, agents, servants, volunteers, contractors and employees shall not be considered employees of the Authority, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said officers, agents, servants, volunteers, contractors and employees while engaged in performing any work under this Agreement, and any and all claims whatsoever on behalf of said officers, agents, servants, volunteers, contractors and employees arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the Authority. Renter's officers, agents, servants, volunteers, contractors and employees shall not be entitled to any compensation or right or benefits of any kind whatsoever for leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay.

12. Defense and Indemnity

Renter shall indemnify, save, hold harmless, and defend Authority and the City of Duluth (the "City"), their officials, agents and employees, successors and assigns, individually or collectively, (1) from and against any and all claims including a claim for contribution or indemnity, demands, causes of action, loss, injury, liability, costs and expenses of whatsoever kind or nature (including but not limited to reasonable attorneys' fees, disbursements, court costs, and expert fees) and damages for or related to injury to or death of persons or damage to property, and (2) from and against any fines in any way arising from or based upon the violation by Lessee, its agents, employees, successors and assigns of any federal, state, or municipal laws, statutes, resolutions, or regulations, including rules or regulations of the Authority now in effect or hereafter promulgated; all arising out of, resulting from, in conjunction with or incident to any act or omission of Renter, its officials, agents or employees, successors or assigns, Renter's performance of obligations under this Agreement, or the use and/or occupancy of the Leased Premises or of the Airport by Renter, its officials, agents or employees, or successors or assigns, and on ten (10) days' written notice from the Authority, the Renter shall appear and defend all claims and lawsuits against the Authority and/or the City growing out of any such injury or damage. The provisions of this paragraph shall survive the expiration, termination or early cancellation of this Agreement.

13. Environmental Liability

In addition to the general indemnity stated above, and as part of it, it is specifically agreed between the parties that Renter shall be responsible in all respects for the use of or generation of or release or threatened release of any petroleum based substance or product, or any volatile organic compound, or any substance classified as a pollutant, contaminant, toxic substance, solid waste or a "hazardous waste" by either the Environmental Protection Agency of the Government of the United States

or the Minnesota Pollution Control Agency by Renter, its officials, agents or employees, successors or assigns. Renter shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and costs, monitoring, or cleanup of any environmental condition deemed by those agencies or either of them to require environmental response, monitoring or cleanup activities of any kind which arises directly or indirectly out of the use of or generation of such substances by Renter, its officials, agents or employee, successors or assigns in its operations at the Airport; and Renter specifically agrees that the obligations of Paragraph 12 above shall apply specifically to any costs or obligations of Authority arising out of any such disposition, cleanup, or environmental response.

14. Survival

The provisions of paragraphs 12 and 13 shall survive the expiration, termination, and early cancellation of this agreement.

15. Insurance:

Renter shall carry and maintain in full force and effect during the term of this Agreement the minimum amounts of insurance set forth below. The Renter shall carry workers' compensation insurance on all of its employees employed on the Airport. Renter may request the Authority to approve alternative types of insurance providing at least equal protection. All such insurance shall be in at least the following amounts and shall be in a form acceptable to the Authority and approved by the City Attorney, shall name the Authority and the City of Duluth as additional insureds on each liability policy and shall provide for thirty (30) days' written notice to the Authority of any cancellation or modification thereof. To the extent that the "Accord" form of certificate is used, the words "endeavor to" shall be stricken from the notification provisions. Certified copies thereof or appropriate certificates of insurance evidencing the existence thereof shall be delivered to the Authority prior to the execution of this agreement. The Authority reserves the right and Renter agrees to revisions upward or downward in the minimum insurance requirements hereinafter set forth. All insurance required under this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. All insurance policies required below shall be primary and shall not require contribution from any coverage maintained by the Authority and/or the City.

1. Commercial general liability insurance, including contractual, completed operations, premises and operations and products liability coverage in an amount of not less than \$1,500,000 combined single limit or \$1,500,000 bodily injury per occurrence; \$1,500,000 property damage per occurrence and \$1,500,000 in aggregate.
2. Owned, non-owned and hired vehicles in an amount not less than \$1,500,000 combined single limit or \$1,500,000 bodily injury per occurrence; \$1,500,000 per occurrence.
3. Aircraft Liability insurance from an admitted aviation insurance carrier in limits per each occurrence of not less than \$1,000,000 and Aircraft Passenger Liability insurance in limits of not less than \$100,000 for each passenger seat.
4. Worker's Compensation insurance in accordance with the laws of the State of Minnesota.

A. Insurance Primary. All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by Authority and/or City.

B. Insurance Not Limitation: It is understood that the specified amounts of insurance stated in this paragraph shall in no way limit the liability of Renter under this Section.

C. Disclaimer: Authority does not represent or guarantee that these types or limits of coverage are adequate to protect the Renter's interests and liabilities. It shall be the obligation and responsibility of Renter to insure, as it deems prudent, its own personal property, against damage. Authority does

not have insurance coverage for Renter's property and Authority expressly disclaims any and all liability for any and all losses, damage and/or claims to vehicles and/or personal possessions of Renter.

16. Laws, Ordinances and Rules

The Renter agrees to observe and comply with all the laws, ordinances, rules and regulations of the United States of America, State of Minnesota, the City of Duluth, and their respective agencies now in effect or hereinafter promulgated which are applicable to its business at the Airport including all laws relating to unlawful discrimination, and further agrees to observe and comply with all Airport rules and regulations in existence at the execution of this agreement and which may, from time to time, be promulgated by the Authority governing conduct on and operations at the Airport and the use of its facilities, as administered by the Executive Director. Further, Renter agrees to fulfill its responsibilities pursuant to the Airport Security Plan approved by the Federal Aviation Administration and any amendments thereto.

17. Non-discrimination

The Renter for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant with the land that:

- a. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities; and
- b. In the construction of any improvement on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- c. That the Renter shall use the premises in compliance with all of the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

18. Assignment

Renter shall not assign its interest under this Agreement or any part hereof without the prior written consent of the Executive Director.

19. Notices

Any notice to be given by either party shall be deemed to be properly served if deposited with the United States Postal Service, or other acceptable mailing service, postage prepaid, addressed to the other party as follows:

To Authority: Duluth Airport Authority  
Duluth International Airport  
4701 Grinden Drive  
Duluth, MN 55811  
Attn: Executive Director

To Renter: Jonathan Aero  
5000 Minnesota Avenue  
Hangar 4  
Duluth, MN 55802

20. Choice of Law

All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota.

21. No Third Party Claims

This Agreement is to be construed and understood solely as an Agreement between the Authority and Renter and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the Authority and Renter, may be waived at any time by mutual agreement between the Authority and Renter.

22. Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

23. Provision Against Liens

Renter shall not create or permit any mortgage, encumbrance or lien or allow any mechanics' or materials liens to be filed or established or to remain against the Leased Premises, or any part thereof, provided that if Renter shall first notify the Authority of its intention to do so and post such security as the Authority reasonably deems necessary, Renter may, in good faith, contest any such mechanics' or other liens filed or established as long as the Authority does not deem its interest or rights in this License Agreement to be subject to foreclosure by reason of such contest.

24. Limitation of Liability

The liability of the Authority and the City shall be governed by the provisions of the Minnesota Municipal Limitation of Liability Statute, Minnesota Statutes, Section 466 et. seq.

25. Subordination

This License Agreement shall be subordinate to the provisions of any existing or future Agreement between the Authority and the United States, the State of Minnesota or the City of Duluth relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or local funds for the development of the Airport, or to any security requirements of State or Federal Government, including temporary security procedures or instructions.

26. Amendments

Any amendments to this Lease Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

27. Entire Agreement

This Agreement constitutes the entire agreement between parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter.

28. Counterparts

This Lease Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**DULUTH AIRPORT AUTHORITY**

**JONATHON AERO**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: President \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Secretary \_\_\_\_\_

**Duluth Airport Authority**  
**DAA Board Packet Budget vs. Actual Summary**  
**From Jan 2023 to May 2023**

**UNAUDITED**

Financial Row	Prior Year Actual (Jan 2022 - May 2022)	Current Year Actual (Jan 2023 - May 2023)	Budget Amount (Jan 2023 - May 2023)	% of Budget	Variance from Prior Year	Variance From Budget	Total Budget (Jan 2023 - Adjust 2023)
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
Non-Aeronautical Revenue	989,502	1,390,464	1,153,386	120.56%	400,962	237,078	2,950,799
Non-Passenger Aeronautical Revenue	599,358	705,871	631,653	111.75%	106,513	74,218	1,643,775
Passenger Airline Aeronautical Revenue	526,491	561,502	550,295	102.04%	35,011	11,207	1,321,416
<b>Total - Income</b>	<b>2,115,351</b>	<b>2,657,837</b>	<b>2,335,334</b>	<b>113.81%</b>	<b>542,486</b>	<b>322,503</b>	<b>5,915,990</b>
<b>Gross Profit</b>	<b>2,115,351</b>	<b>2,657,837</b>	<b>2,335,334</b>	<b>113.81%</b>	<b>542,486</b>	<b>322,503</b>	<b>5,915,990</b>
<b>Expense</b>							
Miscellaneous Expenses	17,438	40,454	31,401	128.83%	23,016	9,053	71,436
Personnel Compensation & Benefits	975,824	1,078,833	1,125,650	95.84%	103,009	(46,817)	2,909,323
Services and Charges	883,827	908,051	997,581	91.03%	24,224	(89,530)	2,266,993
Supplies	229,746	363,526	379,527	95.78%	133,780	(16,001)	768,676
<b>Total - Expense</b>	<b>2,106,835</b>	<b>2,390,863</b>	<b>2,534,159</b>	<b>94.35%</b>	<b>284,029</b>	<b>(143,295)</b>	<b>6,016,427</b>
<b>Net Ordinary Income</b>	<b>8,516</b>	<b>266,974</b>	<b>(198,825)</b>	<b>-134.28%</b>	<b>258,457</b>	<b>465,799</b>	<b>(100,437)</b>
<b>Other Income and Expenses</b>							
Other Income	373,836	2,785,515	211,688	1,315.86%	2,411,679	2,573,827	496,209
Other Expense	66,847	59,152	92,485	63.96%	(7,696)	(33,333)	221,964
<b>Net Other Income</b>	<b>306,988</b>	<b>2,726,363</b>	<b>119,203</b>	<b>2,287.16%</b>	<b>2,419,375</b>	<b>2,607,160</b>	<b>274,245</b>
<b>Net Income Exclusive of Project Expenses, Depreciation &amp; Amortization</b>	<b>315,505</b>	<b>2,993,337</b>	<b>(79,622)</b>	<b>-3,759.44%</b>	<b>2,677,832</b>	<b>3,072,959</b>	<b>173,808</b>
<b>Projects/Grants</b>	<b>(486,181)</b>	<b>(1,647,872)</b>	<b>7,474,779</b>	<b>-22.05%</b>	<b>(1,161,692)</b>	<b>(9,122,651)</b>	<b>17,939,470</b>
<b>Depreciation &amp; Amortization</b>	<b>(4,471,270)</b>	<b>0</b>	<b>(4,159,875)</b>	<b>0.00%</b>	<b>4,471,270</b>	<b>4,159,875</b>	<b>(10,007,639)</b>
<b>Net Income</b>	<b>(4,641,946)</b>	<b>1,345,464</b>	<b>3,235,282</b>	<b>41.59%</b>	<b>5,987,410</b>	<b>(1,889,817)</b>	<b>8,105,638</b>

- **Overall:** At the time this report was generated for the above period, the DAA is at an overall favorable variance budget vs actual of over \$3M. COVID Relief Funds of \$2.4M are mainly responsible for this positive variance. Excluding COVID relief funds, the DAA is at a favorable variance of budget vs actual of over \$672k.
- **Operating Revenue:** Non-Aeronautical Revenue is \$237k over budget overall due to increased parking revenues of \$151k and car rental concessions of \$36k. Non-passenger aeronautical revenue is 74k over budget due to increased concessions, rent, and airshow event income. Passenger Airline Aeronautical revenue is 11k over budget. Operating Revenues are \$322k over budget overall.
- **Operating Expenses:** All expense categories are currently under budget. Personnel Compensation and Benefits are \$47k under budget. Supplies are 16k under budget. Services and charges are 89k under budget. Operating expenses are only \$143k under budget overall.
- **Non-Operating Revenue:** Non-operating revenue is substantially over budget because we requested all remaining COVID relief in January 2023. This totaled \$2.4M. Interest income is up \$138k due to our increased cash balance. PFCs came in over budget by \$35k.
- **Non-Operating Expenses:** Non-Operating Expenses are down over \$33k, as the line of credit has not been utilized.
- **Report Disclaimer:** The results of this report are expected to change slightly with delayed revenue and expense postings as well as audit adjustments.
- **OPERATING POLICY #28 MINIMUM CASH BALANCE REPORTING AS OF 7/12/23:**
  - Minimum Cash Balance Goal: \$2,801,956
  - Current Balance: \$5,551,343 (does not include grants receivable)
  - Days Cash on Hand: 357 days currently vs 180 day benchmark (177 days over goal)

**Duluth Airport Authority**  
**Balance Sheet**  
**End of May 2023**

Financial Row	Amount
<b>ASSETS</b>	
Current Assets	
Bank	\$9,539,715.06
Accounts Receivable	
Accounts Receivable - Restricted PFC	\$44,904.85
Accounts Receivable Billed	\$475,601.54
Accrued Receivable	\$22,029.61
Grants Receivable	\$90,539.42
ST Lease Receivable	\$77,794.05
Total Accounts Receivable	\$710,869.47
Other Current Asset	\$412,630.08
Total Current Assets	\$10,663,214.61
Fixed Assets	
Accumulated Depreciation	(\$152,234,067.04)
Capital Assets	\$265,194,140.48
Work in Progress	\$4,270,858.72
Total Fixed Assets	\$117,230,932.16
Other Assets	
Accumulated Amortization	(\$2,704,381.64)
Airport Planning Projects - Contributed	\$5,410,626.72
Airport Planning Projects - Invested	\$763,452.79
Deferred Outflows - OPEB	\$293,497.00
Deferred Outflows - Pension	\$524,632.00
LT Lease Receivable	\$2,252,032.75
Total Other Assets	\$6,539,859.62
Total ASSETS	\$134,434,006.39
<b>Liabilities &amp; Equity</b>	
Current Liabilities	
Accounts Payable	
Accounts Payable	\$179,590.59
Contracts Payable	\$1,310,821.45
Credit Cards Payable	\$520.20
Lottery Payable	\$6,789.05
Total Accounts Payable	\$1,497,721.29
Credit Card	\$3,149.01
Other Current Liability	\$3,814,275.40
Total Current Liabilities	\$5,315,145.70
Long Term Liabilities	
LT Loans Payable to City of Duluth	\$4,165,000.00
Net Pension Liability	\$1,647,368.00
Total Other Post Employment Benefit Liability	\$3,451,083.45
Total Long Term Liabilities	\$9,263,451.45
Equity	
Contributed Equity	\$16,621,668.70
Retained Earnings	\$101,887,796.54
Net Income	\$1,345,944.00
Total Equity	\$119,855,409.24
Total Liabilities & Equity	\$134,434,006.39



**Duluth Airport Authority**  
**Income Statement**  
**From Jan 2023 to May 2023**

Financial Row	Amount
Ordinary Income/Expense	
Income	
Non-Aeronautical Revenue	
Advertising Income	\$6,180.20
Concession Revenue	
ATM	\$92.50
Car Rental Concession	\$203,362.95
Food & Beverage Concession	\$36,611.36
Lottery Concessions	\$474.85
Parking	\$144,216.13
Per Departure Fee	\$1,465.00
Per Passenger Fee	\$16,113.00
Services/Other	\$250.00
TNC Per Trip Fee	\$4,399.50
Vending	\$2,945.49
Total - Concession Revenue	\$409,930.78
Customer Facility Charges	\$85,904.00
Miscellaneous Revenues	\$38,591.79
Parking	\$632,485.78
Permits	\$5,327.21
Plowing Services	\$2,022.96
Reimbursed Expenses	\$40,699.43
Rent	\$111,778.43
Sponsorship Income	\$35,000.00
State Aid	\$22,543.63
Total - Non-Aeronautical Revenue	\$1,390,464.21
Non-Passenger Aeronautical Revenue	
Aviation Gas	\$13,661.08
Concession Revenue	\$66,118.19
Event Income	\$35,720.00
Landing Fees	\$15,218.13
Ramp Fees	\$10,141.48
Rent	\$519,501.85
Security Reimbursement	\$42,325.00
Tie Downs	\$3,240.00
Total - Non-Passenger Aeronautical Revenue	\$705,925.73
Passenger Airline Aeronautical Revenue	
Landing Fees	\$123,880.20
Per Use Fee	\$2,958.25
Terminal Office/Space Rental	\$434,663.13
Total - Passenger Airline Aeronautical Revenue	\$561,501.58
<b>Total - Income</b>	<b>\$2,657,891.52</b>
Gross Profit	\$2,657,891.52
Expense	
Miscellaneous Expenses	\$40,178.54
Personnel Compensation & Benefits	
Benefit Administration Fees	\$153.00
Employer Contributions for Retirement	\$95,671.52
Employer Paid Insurance	\$186,370.19
Retiree Benefits	\$58,717.95
Wages & Salaries	\$737,920.26
Total - Personnel Compensation & Benefits	\$1,078,832.92
Services and Charges	
Advertising	\$1,661.00
Central Services Fee	\$30,500.00
Communications & Technology	\$93,969.64

<b>Financial Row</b>	<b>Amount</b>
Employee Development Services	\$27,492.52
Employee Physicals	\$353.00
Marketing	\$68,112.21
Professional Services	\$178,937.94
Rentals	\$10,359.64
Repairs and Maintenance - Contractual/Services	\$194,799.50
Sponsorship Expenses	\$4,650.00
Transportation	\$364.33
Utility Services	
Electric	\$184,403.33
Fuel Oil	\$1,358.07
Natural Gas	\$45,045.69
Propane	\$1,233.33
Refuse Disposal	\$9,174.00
Storm Water	\$48,400.77
Water	\$7,085.86
Total - Utility Services	\$296,701.05
Total - Services and Charges	\$907,900.83
Supplies	
Merchandise for Resale	\$9,075.40
Office Supplies	\$5,789.38
Operating Supplies	\$137,451.67
Repairs & Maintenance Supplies	\$211,209.71
Total - Supplies	\$363,526.16
Total - Expense	\$2,390,438.45
Net Ordinary Income	\$267,453.07
Other Income and Expenses	
Other Income	
Capital Contributions	
Grants	\$752,448.81
Total - Capital Contributions	\$752,448.81
Non-Operating Revenue	
Interest Income	\$156,088.61
Passenger Facility Charges	\$229,105.06
Total - Non-Operating Revenue	\$385,193.67
Total - Other Income	\$1,137,642.48
Other Expense	
Non-Operating Expense	
Interest Expense	\$59,151.55
Total - Non-Operating Expense	\$59,151.55
Total - Other Expense	\$59,151.55
Net Other Income	\$1,078,490.93
Net Income	\$1,345,944.00

## Duluth Airport Authority Duluth A/R Aging Report As of July 11, 2023

**Filters: Transaction Type (equal to Invoice, Payment, Credit Memo )**

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT	6/11/2023 -	5/12/2023 -	4/12/2023 -	BEFORE	TOTAL
						Open Balance	7/10/2023 (30)	6/10/2023 (60)	5/11/2023 (90)	4/12/2023 (>90)	Open Balance
Avis Rent A Car	Invoice	7/5/2023	11565	8/4/2023	6	\$0.00	\$2,575.59	\$0.00	\$0.00	\$0.00	\$2,575.59
Azbell, Austin	Invoice	5/26/2023	11404	6/25/2023	46	\$0.00	\$0.00	\$153.00	\$0.00	\$0.00	\$153.00
Bellamy Bill	Invoice	7/10/2023	11635	8/9/2023	1	\$0.00	\$199.74	\$0.00	\$0.00	\$0.00	\$199.74
Bemidji Aviation	Invoice	6/30/2023	11628	7/30/2023	11	\$0.00	\$944.58	\$0.00	\$0.00	\$0.00	\$944.58
<b>BKR Investments</b>						\$0.00	\$275.00	\$225.00	\$225.00	\$0.00	\$725.00
<b>DBA Duluth Pack</b>											
Brenholdt, Jacob	Invoice	7/5/2023	11585	8/4/2023	6	\$0.00	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00
Brown, James	Invoice	7/5/2023	11599	8/4/2023	6	\$0.00	\$366.64	\$0.00	\$0.00	\$0.00	\$366.64
<b>Budget Rent A Car</b>						\$0.00	\$14,861.28	\$0.00	\$0.00	\$0.00	\$14,861.28
Churchill, Sean	Invoice	7/5/2023	11611	8/4/2023	6	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
<b>Cirrus Design Corporation</b>						\$0.00	\$16,016.04	(\$637.24)	\$594.88	\$6,501.91	\$22,475.59
<b>City of Duluth</b>						\$0.00	\$1,718.78	\$1,718.78	\$0.00	\$0.00	\$3,437.56
<b>Civil Air Patrol</b>						\$0.00	\$0.00	\$0.00	\$799.96	\$938.13	\$1,738.09
Cloose Brian	Invoice	7/10/2023	11640	8/9/2023	1	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$90.00
Compudyne, LLC dba Integris	Invoice	7/5/2023	11594	8/4/2023	6	\$0.00	\$34.52	\$0.00	\$0.00	\$0.00	\$34.52
Dahlstrom, Heidi	Payment	5/18/2023	9974	5/18/2023	54	\$0.00	\$0.00	(\$153.00)	\$0.00	\$0.00	(\$153.00)
Dal Santo, Frances M	Invoice	7/5/2023	11608	8/4/2023	6	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
<b>Delta Airlines</b>						\$0.00	\$0.00	\$101,622.19	\$115.00	\$0.00	\$101,737.19
DeSutter, Peter	Invoice	7/5/2023	11584	8/4/2023	6	\$0.00	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00
<b>Divine Carriers</b>						\$0.00	\$139.27	\$139.27	\$78.54	\$0.00	\$357.08
Dudley Bruce	Invoice	7/10/2023	11642	8/9/2023	1	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$90.00
Duluth Hangar, LLC	Invoice	7/5/2023	11596	8/4/2023	6	\$0.00	\$869.48	\$0.00	\$0.00	\$0.00	\$869.48
Dunker, Christopher L	Invoice	3/17/2022	9478	4/16/2022	481	\$0.00	\$0.00	\$0.00	\$0.00	\$9,478.20	\$9,478.20
Ellefson, Nicholas	Invoice	7/5/2023	11605	8/4/2023	6	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Gardonio, Michael	Invoice	7/10/2023	11636	8/9/2023	1	\$0.00	\$56.80	\$0.00	\$0.00	\$0.00	\$56.80
General Services Administration	Invoice	7/5/2023	11589	8/4/2023	6	\$0.00	\$5,631.76	\$0.00	\$0.00	\$0.00	\$5,631.76
<b>Goritchan Boris</b>						\$0.00	\$0.00	\$0.00	\$0.00	\$1,779.00	\$1,779.00
Griffith Evans	Invoice	7/10/2023	11643	8/9/2023	1	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$90.00
Hagberg, Rick	Invoice	7/5/2023	11607	8/4/2023	6	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Hall John	Invoice	7/5/2023	11569	8/4/2023	6	\$0.00	\$315.47	\$0.00	\$0.00	\$0.00	\$315.47
Harris, Melissa	Invoice	5/26/2023	11407	6/25/2023	46	\$0.00	\$0.00	\$153.00	\$0.00	\$0.00	\$153.00
Hatfield, Dan	Invoice	7/5/2023	11604	8/4/2023	6	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT	6/11/2023 - 7/10/2023 (30)	5/12/2023 - 6/10/2023 (60)	4/12/2023 - 5/11/2023 (90)	BEFORE 4/12/2023 (>90)	TOTAL
						Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance
<b>Hermantown Hydraulics</b>						\$0.00	\$0.00	\$714.90	\$714.90	\$557.48	\$1,987.28
Hillman Colin	Invoice	7/5/2023	11615	8/4/2023	6	\$0.00	\$275.00	\$0.00	\$0.00	\$0.00	\$275.00
Hughes, Timothy	Payment	4/17/2023	9854	4/17/2023	85	\$0.00	\$0.00	\$0.00	(\$153.00)	\$0.00	(\$153.00)
Hunstad, Nicholas	Invoice	7/5/2023	11583	8/4/2023	6	\$0.00	\$108.33	\$0.00	\$0.00	\$0.00	\$108.33
HydroSolutions Of Duluth, Inc.	Invoice	7/5/2023	11570	8/4/2023	6	\$0.00	\$3,466.75	\$0.00	\$0.00	\$0.00	\$3,466.75
Irwin, Eric	Payment	1/18/2023	9529	1/18/2023	174	\$0.00	\$0.00	\$0.00	\$0.00	(\$150.00)	(\$150.00)
Jauss Aviation Inc.	Invoice	5/31/2023	11542	6/30/2023	41	\$0.00	\$0.00	\$275.00	\$0.00	\$0.00	\$275.00
Jay Anne	Invoice	2/28/2023	11014	3/30/2023	133	\$0.00	\$0.00	\$0.00	\$0.00	\$102.00	\$102.00
Johnson, Josiah H	Invoice	7/5/2023	11582	8/4/2023	6	\$0.00	\$179.16	\$0.00	\$0.00	\$0.00	\$179.16
<b>Johnston, Paul</b>						\$0.00	\$0.00	\$16.11	\$0.00	(\$16.11)	\$0.00
<b>Kleen-Tech Services, LLC</b>						\$0.00	\$708.69	\$0.00	\$0.00	\$1,188.69	\$1,897.38
Krom, Justin	Invoice	5/26/2023	11408	6/25/2023	46	\$0.00	\$0.00	\$153.00	\$0.00	\$0.00	\$153.00
Kurtz, Timothy C	Invoice	5/23/2023	11394	6/22/2023	49	\$0.00	\$0.00	\$102.00	\$0.00	\$0.00	\$102.00
Lake Superior College	Invoice	7/6/2023	11618	8/5/2023	5	\$0.00	\$34,468.27	\$0.00	\$0.00	\$0.00	\$34,468.27
<b>Lake Superior Helicopters</b>						\$0.00	\$5,215.19	\$0.00	\$0.00	\$0.00	\$5,215.19
Love Creamery	Payment	1/19/2023	9538	1/19/2023	173	\$0.00	\$0.00	\$0.00	\$0.00	(\$5.82)	(\$5.82)
Luck, Rick	Invoice	7/10/2023	11637	8/9/2023	1	\$0.00	\$99.40	\$0.00	\$0.00	\$0.00	\$99.40
<b>Minnesota Department of Transportation</b>						\$0.00	\$2,491,021.73	\$4,690.00	\$19,659.42	\$0.00	\$2,515,371.15
Minnesota Power	Invoice	7/5/2023	11573	8/4/2023	6	\$0.00	\$466.46	\$0.00	\$0.00	\$0.00	\$466.46
MN State Lottery	Invoice	6/1/2023	11473	7/1/2023	40	\$0.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00
<b>Monaco Air Duluth</b>						\$0.00	\$6,604.19	\$6,604.19	\$305.00	\$0.00	\$13,513.38
Mountain Air Cargo	Invoice	7/5/2023	11576	8/4/2023	6	\$0.00	\$1,646.00	\$0.00	\$0.00	\$0.00	\$1,646.00
NDK Air Ltd	Invoice	7/10/2023	11639	8/9/2023	1	\$0.00	\$346.55	\$0.00	\$0.00	\$0.00	\$346.55
<b>Oakwells CR, LLC</b>						\$0.00	\$6,441.04	\$1,612.37	\$0.00	\$0.00	\$8,053.41
On Site Enterprises, Inc	Payment	3/17/2023	9757	3/17/2023	116	\$0.00	\$0.00	\$0.00	\$0.00	(\$2.00)	(\$2.00)
Opack Matthew Jr.	Invoice	7/5/2023	11613	8/4/2023	6	\$0.00	\$207.50	\$0.00	\$0.00	\$0.00	\$207.50
Palmer, John	Invoice	7/5/2023	11614	8/4/2023	6	\$0.00	\$207.50	\$0.00	\$0.00	\$0.00	\$207.50
Parthe, Lance	Invoice	7/5/2023	11602	8/4/2023	6	\$0.00	\$276.64	\$0.00	\$0.00	\$0.00	\$276.64
Payne, Robert	Invoice	7/5/2023	11598	8/4/2023	6	\$0.00	\$276.64	\$0.00	\$0.00	\$0.00	\$276.64
Premium Air, LLC	Invoice	6/28/2023	11555	7/28/2023	13	\$0.00	\$111.85	\$0.00	\$0.00	\$0.00	\$111.85
Rathbun, Lesley	Invoice	7/5/2023	11606	8/4/2023	6	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
Rehabilitation Counselors, Inc.	Payment	8/19/2019	5002	8/19/2019	1,422	\$0.00	\$0.00	\$0.00	\$0.00	(\$75.00)	(\$75.00)
<b>RS&amp;H</b>						\$0.00	\$2,685.99	\$0.00	\$0.00	\$0.00	\$2,685.99
Safstrom Jon	Invoice	5/26/2023	11409	6/25/2023	46	\$0.00	\$0.00	\$153.00	\$0.00	\$0.00	\$153.00
<b>Scenic Airrides</b>						\$0.00	\$624.06	\$0.00	\$0.00	\$0.00	\$624.06

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT	6/11/2023 - 7/10/2023 (30)	5/12/2023 - 6/10/2023 (60)	4/12/2023 - 5/11/2023 (90)	BEFORE 4/12/2023 (>90)	TOTAL
						Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance
<b>Sinex, Barry</b>						\$0.00	\$90.00	\$90.00	\$90.00	\$630.00	\$900.00
Sky Harbor Miscellaneous Customer	Invoice	5/31/2023	11634	6/30/2023	41	\$0.00	\$0.00	\$3,600.63	\$0.00	\$0.00	\$3,600.63
Stevens, Mike	Invoice	7/5/2023	11609	8/4/2023	6	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
<b>Sun Country, Inc. dba Sun Country Airlines</b>						\$0.00	(\$701.58)	\$0.00	\$0.00	\$0.00	(\$701.58)
Sydow Dan	Invoice	7/5/2023	11601	8/4/2023	6	\$0.00	\$276.64	\$0.00	\$0.00	\$0.00	\$276.64
<b>The Landline Company</b>						\$0.00	\$1,200.32	\$5,910.20	\$0.00	\$0.00	\$7,110.52
<b>Transportation Security Administration</b>						\$0.00	\$8,621.67	\$0.00	\$0.00	\$8,079.33	\$16,701.00
Twin Ports Dermatology	Invoice	7/5/2023	11564	8/4/2023	6	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
<b>United Airlines</b>						\$0.00	\$0.00	\$45,091.33	\$0.00	\$0.00	\$45,091.33
United Parcel Service	Invoice	4/19/2023	11270	5/19/2023	83	\$0.00	\$0.00	\$0.00	\$260.00	\$0.00	\$260.00
Williams, Ron	Invoice	7/5/2023	11610	8/4/2023	6	\$0.00	\$206.56	\$0.00	\$0.00	\$0.00	\$206.56
<b>Total</b>						<b>\$0.00</b>	<b>\$2,620,953.42</b>	<b>\$184,233.73</b>	<b>\$22,689.70</b>	<b>\$29,005.81</b>	<b>\$2,856,882.66</b>

VII - R

Month	DELTA					UNITED					SUN COUNTRY					CHARTERS - SUN COUNTRY					Total Passenger Data Including Charters							
	2023 Enplanements		2023 Deplanements		Total	2023 Enplanements		2023 Deplanements		Total	2023 Enplanements		2023 Deplanements		Total	2023 Enplanements		2023 Deplanements		Total	2023 Enplanements			2023 Deplanements			Total	Passengers
	Revenue	Non Rev	Revenue	Non Rev		Revenue	Non Rev	Revenue	Non Rev		Revenue	Non Rev	Revenue	Non Rev		Revenue	Non Rev	Revenue	Non Rev		Revenue	Non Rev	Revenue	Non Rev	Revenue	Non Rev		
JAN	4,890	245	4,344	244	9,723	3,393	118	3,001	79	6,591	117	1	1,265	-	1,383	-	-	-	-	-	-	8,400	364	8,764	8,610	323	8,933	17,697
FEB	4,521	163	4,217	139	9,040	3,557	77	3,491	72	7,197	1,207	1	2,096	5	3,309	-	-	179	-	179	9,285	241	9,526	9,983	216	10,199	19,725	
MAR	6,049	166	1,206	47	7,468	4,232	113	4,274	87	8,706	3,040	13	2,750	4	5,807	183	-	180	-	363	13,504	292	13,796	8,410	138	8,548	22,344	
APR	5,355	169	5,383	172	11,079	3,585	99	3,594	81	7,359	1,399	4	1,635	7	3,045	183	-	183	-	366	10,522	272	10,794	10,795	260	11,055	21,849	
MAY	6,470	192	6,812	188	13,662	3,722	104	4,035	100	7,961	-	-	-	-	-	186	-	186	-	372	10,378	296	10,674	11,033	288	11,321	21,995	
JUN	6,421	192	6,413	140	13,166	3,049	66	3,079	51	6,245	-	-	-	-	-	-	-	-	-	-	9,470	258	9,728	9,492	191	9,683	19,411	
JUL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
AUG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SEP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
OCT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
NOV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
DEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>	<b>33,706</b>	<b>1,127</b>	<b>28,375</b>	<b>930</b>	<b>64,138</b>	<b>21,538</b>	<b>577</b>	<b>21,474</b>	<b>470</b>	<b>44,059</b>	<b>5,763</b>	<b>19</b>	<b>7,746</b>	<b>16</b>	<b>13,544</b>	<b>552</b>	<b>-</b>	<b>728</b>	<b>-</b>	<b>1,280</b>	<b>61,559</b>	<b>1,723</b>	<b>63,282</b>	<b>58,323</b>	<b>1,416</b>	<b>59,739</b>	<b>123,021</b>	

## 2023 Landline Passengers

### Arrivals

### Departures

	Arrivals				Departures				Grand Total
	Revenue	Non-Rev	Seats (AU)	Total	Revenue	Non-Rev	Seats (AU)	Total	
January	1,061	24		1,085	1,096	25		1,121	2,206
February	1,009	33		1,042	1,003	19		1,022	2,064
March	1,089	33		1,122	1,110	34		1,144	2,266
April	1,185	35		1,220	1,090	18		1,108	2,328
May				-	786	-		786	786
June	756	37	1,492	793	747	18	1,492	2,257	3,050
July				-				-	-
August				-				-	-
September				-				-	-
October				-				-	-
November				-				-	-
December				-				-	-
	<b>5,100</b>	<b>162</b>	<b>1,492</b>	<b>5,262</b>	<b>5,832</b>	<b>114</b>	<b>1,492</b>	<b>7,438</b>	<b>12,700</b>